

THE STATE OF TEXAS  
COUNTY OF HARRIS

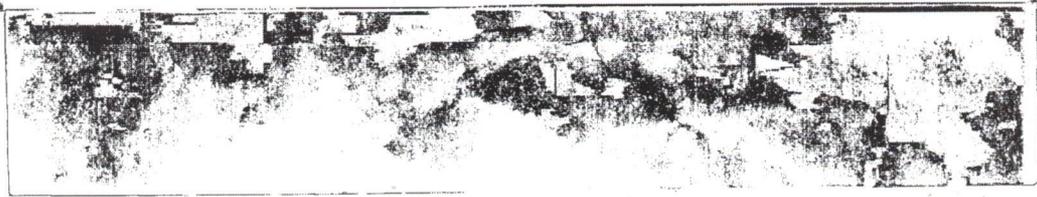
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WHEREAS, MacGregor Park Homes, Inc., a corporation duly organized and operating under the laws of the State of Texas, being the owner of the lots hereinafter mentioned, by resolution unánimously passed and adopted at a meeting of the Board of Directors of said corporation, on the 11<sup>th</sup> day of February, 1950, at the office of the corporation, resolved as follows:

"BE IT RESOLVED: That the following restrictions shall apply to all of the lots in Blocks 4, 5, 6, 7, 8 and 9 of MacGregor Place Section No. 2, an Addition to the City of Houston, in Harris County, Texas, and shall also apply to that certain tract of 36.47 acres of land shown on the plat of said addition as Tract "A", (it being contemplated that said tract will be subdivided into lots and blocks in the near future,) a plat of which has been duly recorded and may be found in the Map Records of Harris County, Texas, to which reference is here made, it being specifically provided that, except for the above described tract of land containing 36.47 acres and referred to as Tract "A", that the hereinafter restrictions shall not in any manner apply to or affect that part of the property shown on the map of MacGregor Place Section No. 2, marked "acreage":

(1) No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private attached or detached garage for not more than two cars.

(2) No building shall be located on any lot nearer



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to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. In any event no building shall be located on any residential building plot nearer than 20 feet to the front lot line nor nearer than 10 feet to any side street line. No building except a detached garage or other outbuilding located 60 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line.

(3) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet and a width of less than 55 feet at the front building set-back line, except that a residence may be erected or placed on Lots 10 and 11 in Block 8 of said Addition, as platted on the recorded plat.

(4) No noxious or offensive trade or 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.

(5) No person of any race other than the Caucasian race shall use or occupy any building or lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with any owner or tenant.

(6) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(7) The ground floor area of the main structure of any dwelling, exclusive of one-story open porches and garages, shall not be less than 750 square feet in the case of a one-story structure; not less than 500 square feet in the case of one-and-one-half and two-story structures.

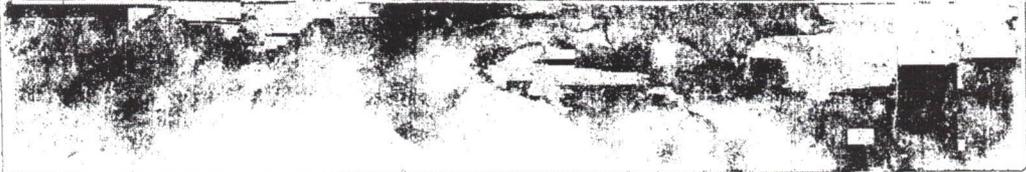
(8) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(9) No lots 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.

(10) 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 of 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 set-back line unless similarly approved.

(11) The Architectural Control Committee is composed of M. M. Feld, J. E. Leicher and Mark Leicher. A majority of the committee may designate a 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 services performed pursuant to this covenant. At any time, 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.

(12) The committee's approval or disapproval as required in these covenants shall be in writing. In the event



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the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the 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.

(13) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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.

(14) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(15) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations 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 line 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 sight lines.

(16) A protective screening area is here now established in the easement in the rear of Lots 43 through 70, both inclusive, in Block 4 of said Addition, as shown on the recorded map thereof, for the purpose of protective screening from the adjoining property on the east marked "H. L. & P. ROW" on the map of said Addition. Planting shall be maintained throughout the entire length of said area by the Owner or Owners of each of said lots at their own expense to form an effective screen for the protection of the residential areas.

(17) 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1975, 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 hereto, 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 person or persons owning any real property situated in said development or 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 so doing or to recover damages or other dues for such violation.

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Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned, M. M. FELD, BENJ. FELD and BEN R. REYNOLDS, Trustees, the legal owners and holders of record indebtedness against the above described property here now by the execution of this instrument, subordinate their indebtedness to the restrictions as stipulated in this instrument and give their consent to the restriction of the property as provided herein.

WITNESS THE EXECUTION HEREOF at Houston, Harris county, Texas, on this the 13 day of February, A. D. 1950.



ATTEST:

J. E. Leicher  
Secretary

MACGREGOR PARK HOMES, INC.

By J. E. Leicher  
President

M. M. Feld  
M. M. Feld

Benj. Feld  
Benj. Feld

Ben R. Reynolds  
Ben R. Reynolds  
TRUSTEES

(Lienholders)

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared J. E. LEICHER, President of MacGregor Park Homes, Inc., a corporation, 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 as the act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

<sup>13<sup>th</sup></sup> GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of February, A. D. 1950.



J. A. Moth, Sr.  
Notary Public in and for  
Harris County, Texas  
J. A. MOTH, SR.

-6- Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1957

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THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared M. M. FELD, BENJ. FELD, and BEN R. REYNOLDS, TRUSTEES, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13<sup>th</sup> day of February, A. D. 1950.



*[Signature]*  
Notary Public in and for  
Harris County, Texas

I. A. MOYER, SR.  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1951

Filed for Record Feb 16 - 1950 at 4:45 o'clock P.M.  
Recorded Feb 23 - 1950 at 1:42 o'clock P.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas.  
BY Ruth Thompson Deputy

STATE OF TEXAS  
COUNTY OF HARRIS

711179

KNOW ALL MEN BY THESE PRESENTS:

That ~~SOMETHING~~ CORPORATION, acting herein by and through its duly authorized officers,

of Harris County, Texas -----, in consideration of the sum of  
TEN AND NO/100 ----- DOLLARS (\$ 10.00 )  
cash, and other good and valuable considerations,  
to said granter in hand paid by the grantee hereinafter named, the receipt of which is hereby  
acknowledged,