

PROTECTIVE COVENANTS

1135959

STATE OF TEXAS:  
COUNTY OF HARRIS

Part A - Preamble

WE, T. F. GLASS, JR. and W. V. BALLEW, JR., President and Secretary, respectively, of SPAW-GLASS INC., owner of the property subdivided on a map dated March, 1953 and filed for record herewith, said subdivision being designated as Cottage Oaks, being approximately 13.5 acres out of the John Austin 2 League Grant in Harris County, Texas and being situated within the City of Houston, Texas, do hereby make these covenants for the protection of all future owners of any portion of the above designated property.

WE, BEVERLY TURNER, a feme sole, and VIRGINIA TURNER BROOKS, joined pro forma by her husband, JESSE M. BROOKS, owners and holders of a lien upon said property, do hereby ratify and confirm the making of these covenants, and do hereby in all things subordinate to said covenants the lien against said land owned and held by us.

Part B - Area of Application

These covenants shall apply in their entirety to all lots in the subdivision, bounded on the North and East by the County Flood Control right of way; on the South by Darling Avenue and the North property line of tracts now or formerly owned by Ida B. Warnke, Ella May Swisher, and Mary Emily Balzer; on the West by Reinerman Street.

Part C - Covenants

C 1 Land Use and Building Type. 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 garage for not more than two cars.

C 2. Architectural Control. 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 setback line unless similarly approved. Approval shall be as provided in Part D.

C 3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$5,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

C 4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 65 feet or more from the front property line. No dwelling shall be located on any in-

terior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C 5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

C 6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C 7. Nuisances. No noxious or offensive 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.

C 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C 9. Signs. No signs of any kind shall be displayed to the public view on any lot except 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.

C 10. Oil and Mining Operations. 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.

C 11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or

576  
576

other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

C 12. Garbage and Refuse Disposal. 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.

C 13. Sight Distance at Intersections. 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.

Part D. Architectural Control Committee.

D 1. Membership. The architectural control committee is composed of P. E. Turner, Citizens State Bank Building, Mrs. Marye Beavers, Citizens State Bank Building, and T. F. Glass, Jr., 2518 Times Blvd., all of Houston, Texas. 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 representatives 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.

D 2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, 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.

Part E. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

E 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E 3. Severability. 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.

E 4. Septic tanks, cesspools and overground toilets will not be permitted in this subdivision.

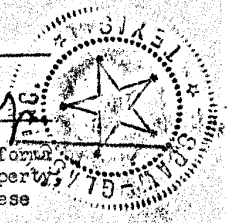
Part F. Attest

IN TESTIMONY WHEREOF, the Spaw-Glass Inc. has caused these presents to be signed by T. F. Glass, Jr., its President, thereunto authorized, attested by its Secretary, W. V. Ballew, Jr., and its common seal hereunto affixed this 28<sup>th</sup> day of April A. D. 1953.

SPAW-GLASS INC.

By T. F. Glass, Jr.  
President

Attest W. V. Ballew, Jr.  
Secretary



(Seal)

WE, BEVERLY TURNER, and VIRGINIA TURNER BROOKS, the latter joined pro forma her husband, JESSE M. BROOKS, owners and holders of lien upon said property, do hereby approve these covenants, and in all things subordinate to these covenants all lien rights held by us against said land.

IN TESTIMONY WHEREOF, witness our signature.

Beverly Turner  
Beverly Turner  
Signed this the 30 day of April A. D. 1953.

Virginia Turner Brooks  
Virginia Turner Brooks

Jesse M. Brooks  
Jesse M. Brooks  
Signed this the 28 day of April A. D. 1953.

STATE OF TEXAS:  
COUNTY OF HARRIS:

Before me, the undersigned authority, on this day personally appeared T. F. Glass, Jr., President, and W. V. Ballew, Jr., Secretary of the Spaw-Glass Inc., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they execute the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation. Given under my hand and seal of office this 28<sup>th</sup> day of April A. D. 1953.

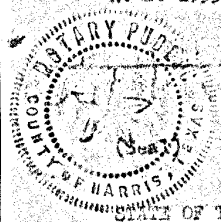
Lydia Hoffman  
Notary Public in and for Harris County, Texas



STATE OF TEXAS  
COUNTY OF HARRIS

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Beverly Turner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 30<sup>th</sup> day of April, A. D. 1953.



Lydia Hoffman  
Notary Public in and for HARRIS County, Texas.

STATE OF TEXAS:  
COUNTY OF HARRIS:

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jesse M. Brooks and Virginia Turner Brooks, his wife, both 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 the said Virginia Turner Brooks, wife of the said Jesse M. Brooks, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Virginia Turner Brooks, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 28<sup>th</sup> day of April, A. D. 1953.



Lydia Hoffman  
Notary Public in and for Harris County, Texas.

Filed for Record 4/30/53 11:00 AM 1953 11  
Recorded 4/30/53 11:00 AM 1953 11  
V. G. HUBBARD, Clerk County Court, Harris County, Texas.  
H. [Signature] Deputy

