

THE STATE OF TEXAS

1472205

COUNTY OF HARRIS

WHEREAS, J. O. Boyd, of Harris County, Texas, being the owner of all the land plotted and designated as PLEASANTVIEW, Section THREE (3), in Houston, Harris County, Texas, which is here now referred to and made a part hereof as though fully set forth herein, and;

WHEREAS, J. O. Boyd desires to make certain protective covenants and restrictions and to impress same on said land and premises to which said dedication shall be subject:

NOW, THEREFORE, J. O. Boyd does hereby make the following reservations, restrictions and protective covenants applicable to said PLEASANTVIEW ADDITION, Section THREE (3):

I.

All lots in Section 3 of PLEASANTVIEW ADDITION shall be used for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, not to exceed two (2) stories in height, and a private garage for not more than two (2) cars, and other outbuildings incidental to residential use of the plot.

II.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building shall have been approved in writing as conformity and harmony of external design with existing structures in the subdivision, and as to location of them with respect to topography and finished ground elevation, by a Committee composed of J. A. Boyd, B. K. Vandel, and C. J. Wright, all of Houston, Harris County, Texas, or by a representative designated by a majority of the members of 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, or to designate a representative with like authority. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such 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 will be deemed to have been fully 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. The powers and duties of such Committee and of its designated representatives, shall cease on and after January 1, 1965. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by Committee.

III.

No building shall be located nearer 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 plot nearer than 25 feet to the front line, nor nearer than ten feet to any side street line. No building except a detached garage or other outbuildings located seventy (70) feet to or more from the front lot lines shall be located nearer than five (5) feet to any side lot line. All wood fences must be painted. No fence shall be constructed beyond the front building line of any residence.

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUN 0 1 2006
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

DEED RECORDS
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CUC T Lien

Deputy

CUC T. LIEN

IV.

No sign 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.

V.

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.

VI.

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 they are not kept, bred or maintained for any commercial purpose.

VII.

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 condition and 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.

VIII.

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 twenty-five (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 ten (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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions, of such sight lines.

IX.

It is intended that there be no further subdivision of the lots in this subdivision and that no more than one residential structure be permitted on any one of the lots as platted and recorded. Therefore, no residential structure shall be erected on any building plot, the property line of which overlaps or re-subdivides any original recorded plot unless such plot equals or exceeds the area of the largest original recorded plot involved in such overlapping and/or resubdivisions. Nor shall any residential structure be placed on any building plot the width of which at the front property line is less than the width of the widest recorded lot at the front property line, a part of which is included in said building plot by reason of the overlapping or re-subdivision of lots as originally recorded. The minimum lot width shall be not less than fifty feet and the minimum lot area not less than 5,500 square feet.

X.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

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XI.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision 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.

XII.

The ground floor area of the main structure, exclusive of one (1) story open porches and garages, shall not be less than eight-hundred (800) square feet in the case of one-story structures, nor less than seven hundred (700) square feet in the case of one and one-half or two story structures.

XIII.

Easements are reserved as shown on the recorded plat, for utility installation and maintenance, and in addition to the ground easements shown on the recorded plat, an obstructed aerial easement five (5) feet wide from a plane twenty (20) feet from the ground upward adjacent thereon is hereby reserved for public utility installation and maintenance, together with all the rights of ingress and egress to or from right-of-way for the purpose of constructing, inspecting, repairing, maintaining, and removing said lines.

XIV.

Sanitary sewer disposal is to be provided to each lot in the subdivision by the City of Houston at all times. Therefore, the use of outside toilets or individual septic tanks shall be prohibited.

XV.

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 thirty (30) years from the date these covenants are recorded, after 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 parts.

XVI.

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.

XVII.

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.

WITNESS my hand at Houston, Texas, on this the 15th day of August, 1955.

J. O. Boyd
J. O. Boyd

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. O. Boyd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office, at Houston, Texas, on this 15th day of August, 1955.

June Bradford
June Bradford
NOTARY PUBLIC, HARRIS COUNTY, TEXAS.

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at 11:20 o'clock A.M.

Recorded Oct 12 1955

at 10:38 o'clock A.M.

W. D. MILLER, Clerk County Court Harris County, Texas

By Margaret Jenkins Deputy

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OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
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