

RESTRICTIONS

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THE STATE OF TEXAS  
COUNTY OF HARRIS

009-13-0944

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WHEREAS, KESWICK PLACE, INC., a Texas corporation, duly organized and existing under and by virtue of the laws of the State of Texas, with its principal office and place of business in the City of Houston, Harris County, Texas, the owner of the hereinafter described property, desires to place restrictions on the hereinafter described property as hereinafter contained, for the purpose of protecting said property and the purchasers of said property with the restrictions herein contained and to have a written instrument of record to define said restrictions, and joined herein by Bankers Mortgage Company, a Texas corporation, as lienholder.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Keswick Place, Inc., as owner, and Bankers Mortgage Company, as lienholder, both acting herein by and through their officers thereunto duly authorized, hereby adopt the hereinafter stated restrictions, covenants and conditions, reservations and rights, on the hereinafter described property which restrictions, covenants and conditions, reservations and rights shall be covenants running with the land, to-wit:

PROPERTY RESTRICTED: Lots One (1) through Twenty-four (24) inclusive in Block One (1); Lots One (1) through Thirty-seven (37) inclusive in Block Two (2); Lots One (1) and Two (2) in Block Three (3); Lots One (1) through Fourteen (14) inclusive in Block Four (4); Lots One (1) through Seven (7) inclusive in Block Five (5); Lots One (1) through Seven (7) inclusive in Block Six (6); Lots One (1) through Thirty-eight (38) inclusive in Block Seven (7); Lots One (1) through Forty (40) inclusive in Block Eight (8); Lots One (1) through Eleven (11) inclusive in Block Nine (9); Lots One (1) through Eleven (11) inclusive in Block Ten (10); Lots One (1) through Fifty-one (51) inclusive in Block Eleven (11), all in Keswick Place, an Addition in the City of Houston, in Harris County, Texas, according to replat thereof recorded in Volume 66, Page 23 of the M. Records of Harris County, Texas.

TERM OF RESTRICTIONS: 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 (25) years from the date of this instrument, after which time said covenant shall be automatically extended for successive period 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.

PARTIES ENTITLED TO ENFORCE: These restrictions shall be binding upon each owner of any lot or lots affected thereby and each owner of a lot affected by these restrictions shall have the right to enforce these restrictions in law or in equity against the person or persons violating or attempting to violate any such restrictions. If any of these restrictions are invalid or

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declared void by any judgment of a court of competent jurisdiction, the same shall not affect any of the other restrictions or provisions hereof, but such other restrictions and provisions hereof shall remain in full force and effect, as each restriction and provision hereof is separate.

**RESTRICTIONS:**

1. All of the lots affected by these restrictions shall be used for residential purposes only and no part of any lot affected hereby shall be used for any type of business.

2. The lots may be resubdivided so as to permit a residential structure on a plot having a width of not less than 57 feet at the building line and not less than 5500 square feet of area. Easements located inside the lot lines shall be included in determining such width and area.

3. No trade or business, and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and no cattle, rabbits, swine, horses, sheep, goats or other livestock or fowl, shall be kept on any part of said property. This shall not prohibit the keeping of dogs or cats as personal pets, but the keeping of such pets shall not be done in such a way as to be obnoxious or offensive to the neighborhood or the adjoining property owners.

4. No trailer, basement, tent, shack, garage, barn or other similar building erected on any of said property shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Developer may construct a temporary, movable sales office, which may be of non-masonry material but shall be of nice appearance.

5. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling and a private garage and if the private garage is detached from the main building a servants quarters in connection with the garage is permissible. The floor area of the main dwelling exclusive of porches, garages and servants quarters shall contain not less than nine hundred fifty (950) square feet in any one story house. In a one and one-half (1-1/2) or two (2) story dwelling the ground floor shall have a minimum living area of seven hundred fifty (750) square feet.

6. No building shall be erected, placed or altered, on any lot affect hereby until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of exterior design with the existing structures or proposed new structures in or on the property affected hereby and as to the location of the building with respect to topography and finished ground elevation by a committee composed of W. W. McMillan, Clint R. Crim and Bertha P. McMillan or such other committee as Keswick Place, Inc. may designate, or as may be elected or designated as hereinafter provided for, with said plans to be approved in writing by the signature of at least one of the members of said committee. Keswick Place, Inc. shall have the right to substitute other members of said committee or to appoint successors of any member of said committee until December, 1964, and at any time after December 1, 1964, the majority of the lot owners of the property covered hereby shall have the right to designate in writing from time to time the members of said committee and to appoint substitute and successor members. The majority of the owners of lots shall be according to the number of lots and not according to the square foot area. The committee at any time may

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R. E. TURBENTINE, JR.  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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provide such rules and regulations as it sees fit as to its meetings and as to when and how and under what circumstances there will be joint consideration and examination of such plans or other action taken by the committee. The delivery of such plans may be made to either member of said committee and the same shall be deemed to be submission to the committee. In the event the said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in the event that no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion of the building such approval will not be required and this covenant will be deemed to have been fully complied with. Neither of the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1975, and thereafter the approval described in this covenant shall not be required.

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7. No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines as shown on the recorded plat of this subdivision. No main building shall be located nearer than five (5) feet to any inside lot line or nearer than ten (10) feet to any side street line. No main dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. The Building Committee provided for in the preceding paragraph may require the detached garage or other outbuilding to be set to the rear of the main dwelling. Detached garages or other outbuildings shall be a minimum of three (3) feet from inside lot line.

8. No fences, walls, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the 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 fences, wall, hedge or mass planting shall be permitted to be nearer to any street than the minimum building set-back line.

9. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) 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.

10. 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.

11. 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.

12. No building, whether a residence or otherwise, shall be moved on to a lot affected hereby without the written consent of the Planning Committee referred to in Paragraph 7 hereof.

13. Downspouts and other disposal of rain and surface waters shall never be connected into sanitary sewer lines.

14. An easement for utility installations and maintenance thereof and ingress and egress of the grantor and all others authorized to make such installations and maintain the same is reserved over the property covered by said easements as shown by the recorded plat of such property and the easements affecting said lots are reserved as shown on said recorded plat and in accordance therewith, whether such easement is over the rear property line or over the side property line. Said utility easements are for all utilities now or hereafter to be installed in said locations according to the custom and usage from time to time. The utilities may be placed under the streets as designated on said plat as said streets may be used for utility as well as for traffic and other street purposes.

15. If two or more lots are resubdivided so that their lines are changed in accordance with the provisions of the restrictions, then the side property lines as said lots are resubdivided shall be considered the property lines of said respective lots in so far as these restrictions are concerned, but this provision shall not permit the subdivision of any lot so as to have more than one (1) residence on a single lot, but is for the purpose of permitting slight variations in the lot lines and for the re-subdividing and relocating of the lot lines of two or more lots. Any re-subdivision must be with the written consent of Kerwick Place, Inc. If the owner of one lot acquires a portion of an adjoining lot, the portion so acquired by such owner shall be deemed to be his lot line, provided that the owner of the balance of said subdivision lot shall not be entitled to build a main dwelling thereon if its width, together with other property which he owns adjoining the same, is of less width than is called for in these restrictions; provided further, that Kerwick Place, Inc. may be giving its written consent permit the erection of a main dwelling on said lot which has been subdivided if in its opinion the same does not interfere with the best interest of the adjoining property.

16. No truck or bus shall be left parked in the street in front of any lot except as construction or repair equipment while a house or houses are being built, or repaired in the immediate vicinity, and no truck or bus shall be left parked in any driveway or other portion of the lot except inside of a garage. No trailer house shall be left parked in front of any lot or any part of said lot except in a garage.

17. Each builder or owner of all lots in Kerwick Place shall install across the front of the following lots a four (4) foot sidewalk two (2) feet from the back of curb, installation of such sidewalk to be completed at the time of completion of houses: Lots One (1) to Twenty-four (24) inclusive in Block One (1), Lots One (1) to Eleven (11) inclusive in Block Nine (9), Lots One (1) to Eleven (11) inclusive in Block Ten (10); Lots One (1) to Seven (7) inclusive in Block Eleven (11), Lots Twenty (20) to Twenty-three (23) inclusive in Block Two (2), Lots One (1) to Twenty (20) inclusive in Block Eight (8), Lots Nineteen (19) to Twenty-nine (29) inclusive in Block Eleven (11), Lots Twenty-four (24) and Twenty-five (25) in Block Two (2), Lots One (1) to Eighteen (18) in Block Seven (7), Lots Forty-one (41) to Fifty-one (51) inclusive in Block Eleven (11). Also on the street side of the following lots: Lots One (1)

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Nineteen (19), Twenty-four (24), Twenty-six (26) and Thirty-seven (37) in Block Two (2), Lots Eighteen (18) and Nineteen (19), in Block Seven (7) and Lots Twenty (20) and Twenty-one (21) in Block Eight (8).

IN WITNESS WHEREOF: Keswick Place, Inc. has executed this instrument, acting herein by and through its duly authorized officers, on this the 30th day of November, 1939.

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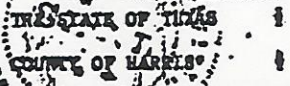


ATTEST:  
Mary L. Mather  
SECRETARY

KESWICK PLACE, INC.  
BY: H. W. McMillan  
President

BANKERS MORTGAGE COMPANY  
BY: W. W. Moore  
President.

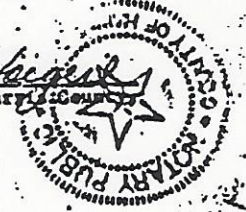
ATTEST:  
W. W. Moore  
Notary Public



BEFORE ME, the undersigned authority, on this day personally appeared H. W. McMillan, President of Keswick Place, Inc., a Texas corporation, 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 consideration therein and as the act and deed of said corporation and in the capacity therein stated.

Given under my hand and seal of office, this 30 day of November, 1939.

Miss Beatrice Higgins  
Notary Public in and for Harris County, Texas



THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared W. W. Moore, President of Bankers Mortgage Company, a Texas corporation, 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 consideration therein and as the act and deed of said corporation and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of November, 1939.



Elizabeth O'Brien  
Notary Public in and for Harris County, Texas  
ELIZABETH O'BRIEN

Return to:  
Cambridge Mfg. Co.  
1305 Livakoum Dr.  
Houston 25 Texas

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THE STATE OF TEXAS:

Vol 3940 page 498

COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS: That the North Bay Corporation, a corporation duly organized and existing under the laws of the State of Texas as the owner of record of Keavick Place, and acting by and through its duly authorized officers, has this day by these presents does hereby amend the restrictions applying to said KESWICK PLACE, an addition in the City of Houston, Harris County, Texas which said restrictions are of record in the office of the County Clerk of Harris County, Texas, filed in the deed records on December 1, 1959, Volume J866, Page 381, to the same extent and in the same manner as if said restrictions had been originally executed with the changes hereinafter specified:

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1. Restriction Paragraph No. 5 as in said Restrictive Covenants above referred to is hereby amended to read as follows, to-wit:

No structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling and a private garage and if the private garage is detached from the main building, a servants quarters in connection with the garage is permissible. The floor area of the main dwelling exclusive of porches, garages, and servant quarters shall contain not less than nine hundred (900) square feet in any one story house. In a one and one-half (1½) or two (2) story dwelling the ground floor shall have a minimum living area of seven hundred fifty (750) square feet.

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2. Restriction Paragraph No. 6 as in said Restrictive Covenants above referred to is hereby amended to read as follows, to-wit:

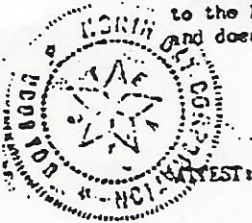
No building shall be erected, placed or altered, on any lot affected hereby until the building plans, specifications and plat plans showing the location of such building have been approved in writing as to conformity and structures in or on the property affected hereby and as to the location of the building with respect to topography and finished ground elevation by a committee composed of Allen W. Elster, Jim L. Holston, and Jo Ann L. Hardy or such other committee as North Bay Corporation may designate or as may be elected or designated as hereinafter provided for, with said plans to be approved in writing by the signature of at least one of the members of said committee. North Bay Corporation shall have the right to substitute other members of said committee or to appoint successors of any member of said committee until December, 1964, and at any time after December 1, 1964, the majority of the lot owners of the property covered hereby shall have the right to designate in writing from time to time the members of said committee and to appoint substitute and successor members. The majority of the owners of lots shall be according to the number of lots and not according to the square foot area. The committee at any time may provide such rules and regulations as it sees fit as to its meetings and as to when and how and under what circumstances there will be joint consideration and examination of such plans or other action taken by the committee. The delivery of such plans may be made to either member of said committee and the same shall be deemed to be submission to the committee. In the event the said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in the event that no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion of the building such approval will not be required and this covenant will be deemed to have been fully complied with. Neither of the members of such nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1975 and thereafter the approval described in this covenant shall not be required.

3. Restriction Paragraph No. 15 as in said Restrictive Covenants above referred to is hereby amended to read as follows, to-wit:

If two or more lots are resubdivided so that their lines are changed in accordance with the provisions of the restrictions then the side property

lines as said lots are resubdivided shall be considered the property lines of said respective lots in so far as these restrictions are concerned, but this provision shall not permit the subdivision of any lot so as to have more than one (1) residence on a single lot, but is for the purpose of permitting slight variations in the lot lines and for the resubdividing and relocating of the lot lines or two or more lots. Any resubdivision must be with the written consent of North Bay Corporation. If the owner of one lot acquires a portion of an adjoining lot, the portion so acquired by such owner shall be deemed to be his lot line, provided the then owner of the balance of said subdivision lot shall not be entitled to build a main dwelling thereon if its width, together with the other property which he owns adjoining the same, is of less width than is called for in these restrictions; provided further, that North Bay Corporation may be giving its written consent permit the erection of a main dwelling on said lot which has been subdivided if in its opinion the same does not interfere with the best interest of the adjoining property.

The T. J. Bettes Company of Houston, Texas, by its authorized officers, the owner and holder of liens covering the property comprising Kenwick Place, does by the execution of this instrument evidence its consent to the herein specified changes and amendments of said Restrictive Covenants and does hereby subordinate its liens to such changes and amendments.  
EXECUTED this 16th day of February, 1960.



Carol L. Hardy  
Assistant Secretary

NORTH BAY CORPORATION

BY: Allen W. Elster  
President

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RECORDED  
HARRIS COUNTY, TEXAS

ATTEST:



Madeline Cooper  
Assistant Secretary

T. J. BETTES COMPANY

BY: B. Barnett  
Vice President

THE STATE OF TEXAS:

COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Allen W. Elster, President of North Bay Corporation, a Texas Corporation, 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 consideration therein and as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of February 1960.

Carol L. Hardy  
Notary Public in and for Harris County, Texas.

