201

NOTCICO The state of texas

COUNTY OF HARRIS

Q D

M1364 407483 > 8773319

B 50

4.60

KNOW ALL HEM BY THESE PRESENTS!

O18-36-157 VIN 5692 PARE 117
ROBERT L. BUCK and JOSEPH J. JOHNSON, OWNERS of the lands and premises

hereinafter described for the purpose of evidencing and setting forth a substantially uniform plan of development which they have adopted for such lands and
premises, do hereby covenant and provide that Robert L. Buck and Joseph J.

Johnson, as well as their heirs and assigns, and all parties holding title by,
through and under them, shall hereafter have and hold title to the following
described lands and premises, to-wit:

460

Lots 1 through 15 in Block 5. Lots 1 and 2 in Block 7.
Lots One (1) through Sig.teen (18), both inclusive, in Block
One (1); Lots One (1) through Thirtoen (13), both inclusive,
in Block Two (2); Lots One (1) through Forty (40), both incousive, in Block Three (3); and Lots One (1) through Thirty
(30), both inclusive, in block Four (4); all in KAMBLEMOOD
PARK, SECTION ONE (1), an addition in Harris County, Texas,
according to the map or plet thereof recorded in Value 121,
Page 53, of the Map Records of Harris County, Texas,

There

subject to the following restrictions, reservations and covenants, which are hereby imposed upon said properties as covenants running with the land, and which Robert L. Buck and Joseph J. Johnson agree shall be binding upon and shall be observed by themselves, their mairs and essigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said lots above described.

PART A - RESIDENTIAL COVERANTS

- 1. None of said lots shall be used except for residential purposes and no building shall be erected, altered, pleced or permitted to remain on any lot other than one deteched single-family dwelling not to exceed two and onehelf stories in height and a private garage for not more than two cars.
- 2. No building shall be erected, placed or altered on any of said lots until the building plans, specifications and plot plan aboving the location of such building have been approved in writing as to 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 grouposed of Glan Morwood, No D. Whitwurth and Quy R. Clon, or a representative designated by a majority of the members of said committee.

In the event of death or maignation of any members of said committee, the renaining member, or members, shall have it! 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 representatives, fails to approve or dissepprove such design and location within thrity 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 approved will not be required and this covenant will be deemed to have been fully ormulied with. Meither the s bers of such committee nor its designated representative shall be smittled to any compensation for services performed pursuant to this covenant. The powers and duties of the nemed committee and/or its designated representative shall, Do July 13, 1984, automatically pass to a committee of three owners of lots in Ramblewood Park, Section One, which such three lot owners shall be selected by a anjority of lot owners in said Romblewood Park, Section One. Such selection may be made at any time, and from time to time, during the duration of these restrictions. Such action by said majority of lot owners shall be evidenced by an appropriate written instrument, executed by such majority and filed for record in the Deed Records of Harris County, Texas.

- 3. Any single story residence constructed on seid lots must have a ground floor area of not less than 1000 square feet, exclusive of open or screened porches, terraces, driveways, carports and garages. Any residence other than a single story residence must have not less than 600 square feet of ground floor living area exclusive of open or screened purches, terraces, driveways, carports and garages.
- b. No building shall be located on any lot mearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat, and also no building (except a garage or parmitted accessory building located 70 feet or more from the front lot line) shall be placed on any lot so as to be located so that the aggregate width of the side yards at the front building set-back line is less than 15% of the width of the width of the lot at the front building set-back line, A three (3) foot side yard shall be purmissable for a garage or other parmitted accessory building

located seventy (70) feet or more from the front property line. If two or more lots, or fractions thereof, are consolidated into one building site is conformity with the provisions of Paregraph 5(a) below, these building met-back provisions shall be applied to such resultant building site as if it were one original, placed, lot.

- 5. None of said lots shall be re-subdivided in any fashion except as hereinefter provided.
- (a) Any persons owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraphs numbered 3 and 4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in any building sites with less than a sixty (60) front foot at the front building promounts line in such subdivision or consolidations.
- o. Essements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither Joseph J. Johnson, Robert L. Buck, nor any utilities company using the essements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the lend covered by said essements.
- 7. 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.
- 8. No structure of a temporary character, trailer, besement, tent, shack, garage, bern or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- 9. We sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet edvertising the property for sale or rent, or signs of any size used by a builder to advertise the property during the construction and sales period until all construction is completed.
- 10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor
 shall oil wells, tanks, tumpels, mineral excevations or shafts, be permitted
 upon or on 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.

- 12. 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.

 018-31-1560
- 13. No fence, wall, hedge or gas meter shall be placed, or permitted to remain, on any of said lots mearer to the street or streets adjoining such lot than 16 permitted for the main residence on such lot.
- Lt. No shrub or tree planting which obstructs sigh lines at elevations between 2 and 6 feet above the roadway 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 ten feet from the intersection of a street property line within the edge of a driveway or alley powement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is mainteined at sufficient height to prevent obstructions of such sight lines.
- more than five mills per square foot of lot area, for the purpose of creating a fund to be known as the Rambievood Park Maintenance Fund, to be paid by the then owner of each lot in conjunction with the charges to be paid by owners of other lots in Rambievood Park. This maintenance charge shall be secured by a vendor's lien upon said lots and is to be paid annually on the first day of January of each year, in advance, to Norwood Homes, Inc., at its office in Houston, Texas, or its assigns or successors, with 65 interest on any delinquent payments, and such annual charge may be adjusted by said corporation from year to year as the needs of the property may, in its judgment require, but shall in no event be set at a greater emount than five mills per square foot per year, and an annual belance sheet of this find will be mailed to each owner of property in Ramblewood Park.

4

VOI 5692 mit 121

018-36-1361

Norwood Homes, Inc. egrees to pay such maintenance charges for its thought lots and to apply the total of the funds so collected, as far as they say be sufficient, toward the payment for maintenance of streets, paths, parks, parks, parksys, esplanades, vacant lots, lighting, fogging, and doing any other thing necessary or desirable in the opinion of said corporation to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of Ramblewood Park. It is agreed that the decisions of said corporation shall be final so long as such expenditures are made in good faith.

These annual maintenance charges shall continue for a period of tem

(10) years from date of filing of restrictions, and then shall continue for successive five (5) year period until a majority of the then lot owners shall file
an instrument with the County Clerk of Harris County agreeing to the abandonment
of such charges.

PART B - CENERAL PROVISIONS

- 1. These covenants are to run with the land and shall be binding upon all of the parties and all persons claiming under them until July 13, 2006, at which time said covenants shall be sutomatically extended for succeeding periods of ten (10) years such unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the them owners of the lots. 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 persons owning real estate situated in said davelopment 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 doing, or to recover damages or other dues for such violation.
- 2. Invalidation of any one of these sovenants by judgment or other court order shall in no wise affect any of the other provisions, which shall remain is full force and effect.

william Allum, as lienholder, joins herein to evidence his approval and agreement to all of the foregoing restrictions.

DOCUMEN this the 740 day of Ochables, 1964.

William allum

POLETIC S. JOHNSON

ROBERT L. BUCK

THE STATE OF TEXAS

018-30-1362

DEED RECOGDS

BEFORE ME, the undersigned authority, a Notery Public, in and for Harris County, Texas, or this day personally appeared JUSEPH J. JOHNSON and ROBERT L. BUCK, known to me to be the persons whose names are substribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Olven under my hand and seal of office this the 120 day of

Notar: Public, Harris County, Texas

THE STATE OF TEXAS

BEFORE ME, the undersigned authority, a Notary Public, in end for Harris County, Taxas, on this day personally appeared WILLIAM ALLIK, 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 expressed.

Given under my hand and seal of office this the ______ &____ de

October, 1964.

Noters Public, Harris County, Texas

Return to: Mr. Ouy R. Odom 11415 Chimney Rock Houston, Texas 635

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS: (IN CO) HE COROS

vii 5859 mi 359

COUNTY OF HARRIS I

THAT certain restrictions, reservations and covenants have been pre-viously filled as RAMBLE-COOD PARK HESTRICTIONS, recorded in Volume 5692, Page 117 of the Deed Records of Harris County, Texus, covering the following described property, to-vit:

Columnia Column

Lots One (1) through Fifteen (15) in Block Five (5);
Lots One (1) and Two (2) in Block Seven (7); Lots One (1)
through Eighteen (18), both inclusive, in Block One (1);
Lots One (1) through Thirteen (13), both inclusive, in
Block Two (2); Lots One (1) through Forty (40), both inclusive, in Block Three (3); and Lots One (1) through
Thirty (30), both inclusive, in Block Four (4), all in
RATIBLEDOOD PARK, SECTION ONE (1), an addition in Harris
County, Texas, according to the map or plat theteof recorded in Volume 103, Page 39 of the Map Records of Marris
County, Texas.

aball.

That this Amendment to the above referred to Restrictions shall be effective as of this date, and that these Restrictions are amended in the fullweing respects only, and none other:

That paragraph "3" under "Part A - Recidential Covenanta" that

230

now reads as follows, to-wit:

"3. Any single story residence constructed on said lots must have a ground floor area of not less than 1000 square feet, exclusive of open or acreened parches, terraces, driveways, carports and garages. Any residence other than a single story residence must have not less than 600 square feet of ground floor living area exclusive of open or acreened porches, terraces driveways, carports and garages."

shall be amended to read as follows, to-vic:

"3. Any single story residence constructed on said lots must have a ground floor area of not less than 1250 square fret, exclusive of open or screened porches, terraces, driveways, carports and garages. Any residence other than a single story residence must not have less than 750 square feet of ground floor living area exclusive of open or screened porches, terraces, driveways, carports and garages. The construction of any residence will involve the use of a ministra of 50% brick veneer around outside perimeter of dwelling."

11.

That peragraph "13" under "Fart A - Rosidential Covenants" that now reads as (cllows, to-wit:

"13. No fence, wall, hedge or gas meter shall be placed, or permitted to remain, on any of said lots nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot."

val 5859 race 360

shall be amended to read as follows, to-wit:

"13. No fence, wall, hedge or gas meter shall be placed, or permitted to remain, on any of said lots nearer to the street or atreats adjoining such for than is permitted for the main residence on such lot, save and except that along the South property line of Lat Salassaul (12), Block One (1) and along the South property line of Lot One (1), Block Two (2), both in Section one (1) of the Replac of Rembiewood Fark, from the rest to the front property lines of above mentioned Lots, it shall be permitable to erect a manufacty and wood fence of design acceptable to the Control Committee as set out in Section 2 of Part A."

wa

III.

Thus paragraph IS, under "Part A - desidential Covenants" that

now reads as foilous, to-ult:

"15. Each lot shall be subject to an annual maintenance charge of not more than five mills per square foot of lot area, for the purpose of creating a fund to be known as the Ramblewood Park Maintenance Fund, to be guld by the then owner of each lot in conjunction with the charges to be paid by owners of other lots in Ramblewood Park. Thismainte ance charge shill be secured by a vendor's lien upon said locs and is to be paid annually on the lat day of lanuary each year, in advance, to Norwood Homes, Inc. at its office in Houston, Texas, or its assigns of successors, with 6% interest on any delinquent paymonts, and such annual charge may be adjusted by said corporation from year to year as the needs of the property may, in its judgment require, but small in no event be set of a greater amount than five mills per square foot per year, and an annual balance sheet of this fund will be mailed to each owner of property in Ramblewood l'ark."

shall be amended to read as follows, to-wit:

"15. Each improved lot shall be subject to an annual maintenance charge of not more than Thirty-Six and No/100 Dollars (536.00) for the purpose of creating a fund to be known as the Ramblewood rark Civic Improvement Association, to be paid by the then dener of each lot in conjunction with the charges to be paid by owners of other lots in Ramblewood Park. This maintenance charge shall be secured by a vendor's lien upon sail lors, said lien becoming subordinate and injerior to any first lien created from the original sale of a dwelling covered under these restrictions, and is to be paid annually on the lat day of January of each year, in advance, to Hamblewood Civic Improvement Association at its office in Houston, Toxas, or its assigns or successors, with 6% interest on any delinquent payments and such annual charge may be adjusted by said corporation from year to year as the needs of the propery may. in its judgment require, and an annual balance sheet of this fund will be mailed to each owner of property in Ramblewood Park."

Other than the Amendments as above set forth, the original Ramblewood

Park Restrictions, recorded in Volume 5692, Page 117 of the Deed Records of Harris

County, Texas, shall continue in full force and effect.

EXECUTED this 23 day of Pedruary 1965

0

Millian Allen

ROBERT L. BUCK

ATTEST

DOMESTIC STATE

Gard Sacratary

HORWOOD HOMES INC.

Vice President

(at late Reporting)

THE STATE OF TEXAS I

VIT 5859 IMC 361

BEFORE HE, the undersigned authority, on this day personally sppeared JUSEPH J. JOHNSON and ROBERT L. BUCK, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 127H day of February

1965

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS I

のでは、他のでは、中国のでは、他のでは、日本

TABLES CRANCES BOWERS

MOTOR PUBLIC AND LAPROPER COUNTY, TORAS

MY COMMISSION ENGINE AND 12 1964

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM ALLUM, 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 expressed.

GIVEN under my hand and seal of office this 1874 day of recommy.

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS I COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared CUY R. BDCM. Vice President of NONLOOD HOMES, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and considerations therein ex pressed, in the capacity therein stated, and as the act and dead of said corporation.

CIVEN under my hand and seal of office this 13 day of February.

Notary Public in and for Harris County, TExas.

One is, neight Noticy Public in and for Hards County, Teads by Commission Expires June 1, 1966