

C781572

781572 — A 19 57.30

RECORD RECORDS

VOL 7347 228

STATE OF TEXAS I

COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned persons are all, at this date, owners of real property situated in TOWER OAKS, Section One (1), Sections Two (2) and Three (3), in Harris County, Texas, and more particularly described by metes and bounds as follows, to-wit:

SECTION ONE:

All that certain 324.12 acres, more or less, Abstract No. 521, A. Lawson Survey, Harris County, Texas, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an oak stake set for the most eastern north-east corner of the William Graham Survey;

THENCE South along the east line of the William Graham Survey at 1200 varas, the southeast corner of the William Graham Survey at 1280 varas an iron pipe set for the south-west corner of the A. Lawson Survey;

THENCE East 1412 varas to a stake set for the southeast corner of the A. Lawson Survey;

THENCE North 1280 varas to an interior corner of the James Morgan Survey, patented to James Morgan Assignee of Thomas Toby, by virtue of Toby Script No. 391, to a gas pipe from which a pine tree 18" in diameter, marked "X", bears north 5 degrees, east 5 varas;

THENCE west 1412 varas to the Place of Beginning;

SECTION TWO:

All that certain 57.78 acres of land out of the James Morgan Survey, A-789, in Harris County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at an half inch iron rod set in fence corner, also, the Northeast corner of TOWER OAKS, a recorded subdivision in Harris County, Texas, according to plat recorded in Volume 46, Page 60, Map Records of Harris County, Texas.

THENCE North 89 deg. 05 min. 03 sec. West, 4,157.91 feet to a half inch iron rod set for Northwest corner of said TOWER OAKS SUBDIVISION;

THENCE North 89 deg. 10 min. 46 sec. West, 983.22 feet to an old half inch iron pipe for corner;

THENCE North 1 deg. 13 min. 26 sec. West, 489.24 feet to an old fish plate in fence corner for corner;

THENCE South 89 deg. 05 min. 32 sec. East, 5, 184.85 feet to an half inch iron rod for corner;

THENCE South 3 deg, 53 min, 37 sec. West, 488.15 feet to the PLACE OF BEGINNING; also more commonly known as TOWER OAKS, Section Two (2), an unrecorded subdivision in Harris County, Texas.

097-32-1919

DEED RECORDS  
Vol. 7347, p. 229

SECTION THREE:

Beginning at an old Fish Plate at the Southwest corner of the James Morgan Survey, A-788, Harris County, Texas;

THENCE North a distance of 1,590.000 ft. to a 1/2" iron pipe for a corner in the southeasterly right-of-way line of the Cypress-North Houston Road;

THENCE North 45 deg. 40 min. East along the southeasterly line of said road, a distance of 564.881 feet to a 5/8" iron rod for a corner;

THENCE North 89 deg. 42 min. East along the southerly line of the Cypress-North Houston Road a distance of 1,581.02 ft. to a 5/8" iron rod for a corner;

THENCE South a distance of 1,993.000 ft. to a 5/8" iron rod for a corner;

THENCE West a distance of 1,985.00 ft. to the PLACE OF BEGINNING, and containing 88.76 acres of land; also more commonly known as TOWER OAKS, Section Three(3), an unrecorded subdivision in Harris County, Texas.

The property owned by the undersigned persons is subject to certain restrictive covenants, easements and agreements that run with the land and are fully set out in that certain instruments executed by the Watonga Corporation on the 10th day of May, 1956, and recorded in Vol. 3164, On Pages 545 et seq., under Clerk's File No. 1607979 and No. 1324925 on the 15th day of October, 1954, and recorded in Vol. 2843, on Pages 452, et. seq., Deed Records of Harris County, Texas, to which reference is hereby made for all purposes.

That pursuant to the provisions of said instrument, the undersigned persons, constituting more than fifty-one per cent (51%) of the lot owners situated in the aforesaid subdivisions, do hereby change and amend the said restrictive covenants, easements and agreements to read as follows:

1. All these restrictions, easements and agreements are covenants that run with the land. They are for the protection, use and benefit of all parties hereto, and each and every purchaser of any lot or lots in said subdivisions, their heirs, assigns and legal representatives, and shall be binding on all such persons and all others claiming under them for a period of fifty (50) years from date hereof, and after such time these covenants shall be automatically extended for successive periods of ten (10) years, each, unless an

097-32-1320

DEED RECORDS

Vol 7347, p. 230

instrument signed by the majority of the then owners of the said lots has been recorded agreeing to change the said covenants in whole or in part, provided, however, that fifty-one per cent (51%) of the lot owners at any time may amend or change these restrictions as they in their discretion may see fit to be effective by a proper instrument duly executed, acknowledged and filed for record as aforesaid.

2. It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said properties by, through, or under same, shall ever be construed a waiver of the operation or enforcement of these covenants. It is further provided that the invalidation of any one or more of these covenants or restrictions, or any part thereof by a judgement or other court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

3. It is expressly understood that all lots and land in this subdivision shall be known and described as residential lots and property and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purpose.

4. No more than one single family residential dwelling shall be built on any one lot, except however, that any lot having more than 210 feet frontage on any street may be divided into two equal parts by a line perpendicular to the middle of the road fronting said lot and after being so divided may have a single family residential dwelling upon each half, provided further, however, that said dwelling on each lot shall not be closer than Twenty-Five (25') to such dividing line, and providing further that all other restrictions herein shall apply to each half.

5. No building shall be erected, placed, or altered upon any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by the architectural committee as to quality of workmanship and materials and to conformity and harmony of external design with the existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation. Such Committee of five shall be appointed by the Tower Oaks Civic Club for a term of two years.

097-32-1921

097-32-1922

6. A majority of the Committee may designate a representative to act for each. In the event of death or resignation of any member of the Committee, The Tower Oaks Civic Club shall have full authority to designate a successor for such decedent. Neither the members, 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 instrument to change the membership of the Committee, or to withdraw from the Committee, or restore to it any of its powers and duties.

7. The said Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications and plot plan 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 have been deemed to have been fully complied with.

8. No animals, livestock, poultry, dogs, cats and such may be kept or permitted on the premises, except as pets or for domestic use. It is expressly understood that none of such animals shall ever be kept, bred, or maintained for any commercial purposes. It is further understood in this connection that the number of animals may be limited at any time by the said control committee. In this connection it is further understood that all barns, stables, and outhouses must be placed and so situated that no part of them is closer to the front of said lot than a line parallel to the front property line lying at the rear of the principal dwelling situated on said lot. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets to become a nuisance or obnoxious to the occupants of neighboring property, or to become a hazard to the health, welfare and well being of the community. All such structures and shelters for animals and pets shall conform to the structures in the neighborhood and shall not be maintained

in any unsightly manner. It is further understood that no hogs, swine or goats shall be kept on any part of said property for any purpose whatsoever.

9. No residential structure shall be erected or placed on any lot that has actual living space of less than 1,600 square feet, exclusive of porches and garages.

10. No trailer, basement, tent, shack, garage, barn or other building or outbuilding erected on any lot shall at any time be used for residential purposes, either temporarily or permanently. No structure of whatever character, including the structures built for residential purposes, shall ever be occupied or used for such residential purposes until the same is completed outside. No second-hand houses shall be moved on any lot.

11. No advertising signs or billboards shall be placed upon any lot in this addition, except that the developer or property owner may place such signs as may be appropriate and necessary for the sale and development of the property or sale of pets.

12. Easements affecting all lots in this tract are reserved as shown on the recorded plat above referred to for the installation and maintenance of utilities and drainage facilities, and in addition to the easements designated on said plat, there is hereby designated and dedicated for the use of all public utilities companies an unobstructed aerial easement Twenty feet (20') wide from a plane Twenty feet (20') above the ground upward centered on the ground easement and further that there shall be a Five foot (5') ground easement for such public utilities companies as shown and designated on said plat. In this connection it is also understood and recited that there is a Thirty foot (30') drainage easement on the west side of this tract as designated by said plat.

13. No building or structure shall be located closer than Fifty feet (50') to the front line of each residential lot or nearer to the side street lines than Twenty-Five feet (25'). Eaves, steps and open porches shall not be considered as a part of a building, but this definition shall not permit any portion of a building, including the aforesaid, to encroach upon an adjoining lot, except when two or more adjacent lots are used as one building plot.

097-32-1924

14. No residence of any kind shall be erected closer than Twenty-Five feet (25') to the side property lines.

15. No cesspools shall ever be dug, used, or maintained on any of such lots, and all toilets shall be connected with a septic tank until such time as sanitary service may be available for use in connection with said lots. The drainage of septic tanks into roads, streets, or other public ditches, either directly or indirectly, is strictly prohibited. All drain lines and septic field lines shall not be closer than Twenty-Five feet (25') of property lines.

16. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residences, or other structures, is five (5) months, and in allowing this length of time consideration is given to situations that might arise from said improvements being constructed by a purchaser in his spare time. Any failure to comply with this provision by not completing his structure within such time shall be construed a violation hereof and shall entitle any party hereto, or any party in interest, to maintain an action by mandatory injunction or for damages, or for both.

17. No materials shall be stored upon any of the lots except where the same is to be used for the construction of improvements thereon, and in any event, only while operations for the construction of improvements are in progress. No trash, ashes, cinders, or other refuse shall be thrown upon any vacant tract, or upon any street, or upon any reserved area in any part of said subdivision. It is provided, however, that materials which are contemplated to be used in the erection of a home, buildings or otherwise may be stored on the rear Fifty feet (50') of any lot, but not closer than Twenty-Five feet (25') to the side property lines.

18. No vehicle, other than those used for personal pleasure and classified as lightweight vehicles, shall occupy residential premises. The period of time that an immobile vehicle may occupy an area without obvious repair or improvement shall be limited to 30 days.

19. The exterior of all residential structures shall be of at least 2/3 masonry construction and shall be completely and permanently

097-32-1925

finished, and if any part of such exterior is of wood or of material requiring painting, then same shall be finished. No residence, building or other structure shall be deemed completed under the terms hereof until this provision has been complied with in every respect. Any variation from this provision must be approved by the Architectural Committee. It is further understood that no driveway or culvert from the road to any lot shall have an opening of less than Eighteen inches (18") in diameter to provide for the free drainage in and along said ditches.

20. All property shall at all times be maintained in such a manner as not to be unsightly or constitute a fire hazard or health menace or breeding place for snakes and varmints, and this restriction shall be applied irrespective whether or not any dwelling or structures have been erected on said property. Unimproved property must be mowed or cleared of underbrush a minimum of once each calendar year. If property owner fails to comply with this provision, then the Tower Oaks Civic Club shall have authority to cause said property to be mowed and collect from property owner for the cost of same.

21. It is understood that by the acceptance or the execution of any contract for deed, conveyance, or deed, the purchaser or grantee thereof, whether a corporation, partnership, firm, or otherwise, agrees and covenants for himself, his heirs, assigns and legal representatives, that he takes said property subject to the foregoing restriction and conditions above set out and further agrees that the same are covenants which are to run with the land, as aforesaid, and shall be binding upon him and all the parties stated during the effective period hereof. If any of said parties, their heirs, legal representatives, successors, or assigns shall violate, or attempt to violate any of the covenants herein contained, it shall be lawfull for any other person or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against such violators, either to prevent any violation, or to recover damages for the breach thereof, or for both injunction and damages, or for any other relief obtainable for such violation or attempted violation.

DEED RECORDS  
VOL 7347 PAGE 235

097-32-1926

It is further understood that by the acceptance or signing of any contract for deed, conveyance of deed, the purchaser or grantee thereof, whether a corporation, firm, or person of either the masculine or feminine gender, agrees and covenants for himself, his heirs, assigns, executors, administrators, successors and legal representatives that he take said property subject to the restrictions and conditions above set forth which it is agreed shall be deemed covenants which are to run with the land and shall be binding upon him and all such parties as hereinabove stated.

IN TESTIMONY WHEREOF, we the undersigned, have executed this instrument on this the 20 day of September, 1968.

DEED RECORDS  
VOL 7347 236Young, J. E.  
Lot 1/2 57Schaer, Henry  
Lot 58Koehn, Rudolph  
Lot 59BLOCK JLudeke, B. R.  
Lot 155McMickle, Thos. J  
Lot 156*W. H. Shota*  
Turpin, B. K.  
Lot 157*Jack C. Edwards*  
Edwards, J. C.  
Lot 158Moeller, F. H.  
Lot 159Cernosek, Edwin  
Lot 160*W. H. Stefan*  
Stefan, W. M.  
Lots 161 - 94 - 95 of Block 7 - Sec. 3BLOCK DSledge, Eugene H.  
Lot 60Spriggs, Henry D.  
Lot 61*Billy Joe Meyer*  
Meyer, Billy Joe  
Lot 62Sprowl, F. E.  
Lot 63Robertson, W. L. Jr.  
Lot 64*Ralph B. Johnson*  
Johnson, R. B.  
Lot 65*J. W. Mortensen*  
Mortensen, J. W.  
Lot 66BLOCK IClarke, P. B.  
Lot 146*William F. Feazell*  
Feazell, Wm. F. Et Al  
Lot 147-AStephens, C. L. CASE  
Lot 147-B*VPC*  
Duff, Kenneth R. Dr.  
Lot 148 & 77 of Block E, 149Voight, Dorothy  
Lot 150Dudley, E. V.  
Lot 153BLOCK D*Carl Carrier*  
Carrier, Carl  
Lot 67 - 68Yarbrough, Jewell  
Lot 69Fortune, James  
Lot 70

097-32-1927

80W

A. M. P. 100

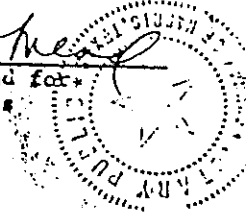
THE STATE OF TEXAS }  
COUNTY OF HARRIS }

DEED RECORDS  
VOL 7347 PAGE 254

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN T. ROBERTSON, SR., 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 20th day of September, A. D., 1968.

*Herman W Meap*  
Notary Public in and for  
Harris County, Texas



STATE OF TEXAS }  
COUNTY OF HARRIS }  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

SEP 23 1968



*Robert Montgomery*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

SEP 23 AM 11 11

Return to  
Herman W Meap  
1003 Beaula Bldg  
Houston Tex