

110

398199

THE STATE OF  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT RICHMOND LUMBER & BUILDING COMPANY, a Texas corporation, acting herein by and through its duly authorized officers, of Harris County, Texas, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, cash and other good and valuable considerations to it in hand paid by H. G. McDANIEL, of Harris County, Texas, hereinafter called Grantee, receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantee, H. G. McDANIEL, the following described property situated in RANCH ESTATES, an addition to the City of Houston in Harris County, Texas, according to the map thereof recorded in Volume 22, Page 68, of the Map Records of Harris County, Texas:

Lots Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty-Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-Six (46), Sixty-Two (62), Sixty-Three (63), Sixty-Four (64), Sixty-Five (65), Sixty-Six (66), Sixty-Seven (67), Sixty-Eight (68), Sixty-Nine (69), Seventy (70), Seventy-One (71), Seventy-Two (72) and Thirty-Four (34), less the following portion of said Lot Thirty-Four (34): Beginning at the Southeast corner, proceed along the South line of Lot Thirty-Four (34) for a distance of 15.0 feet from this point a straight line to the Northeast corner of Lot Thirty-Four (34), and thence down the East line of Lot Thirty-Four (34) to the point of origin.

THIS CONVEYANCE is made subject to all and singular the restrictions, conditions and covenants, if any, applicable to and enforceable against the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said Grantee, his heirs and assigns forever. And Grantor does hereby bind itself, its successors, assigns and legal representatives, to warrant and forever defend, all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED at Houston, Texas, this the 1st day of February, 1947.

RICHMOND LUMBER & BUILDING COMPANY  
BY: O. C. Baker  
PRESIDENT

ATTEST:

Paul Vannatta  
SECRETARY

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared O. C. BAKER, known to me to be the President of Richmond Lumber & Building Company and 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, and in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of February, A. D. 1947.

Carroll S. Lee  
NOTARY PUBLIC in and for  
HARRIS COUNTY, TEXAS.

Filed: Feb. 3, 1947 3:00  
Recorded: Sept. 12, 1947 at 11:58  
Jerrine Bracy

No. 330584

Richmond Lumber & Building  
CompanyTo  
Restrictions

State of Texas County of Harris

Know all men by these presents:

That Richmond Lumber & Building Company, a Texas Corporation, the owners of the subdivision known as Ranch Estates, an addition to the City of Houston, Harris County, Texas, according to the map of said addition recorded in the office of the County Clerk of Harris County, Texas, under Clerk's File No. 325719, do hereby declare that all lots in said subdivision shall be and are hereby made subject to the following restrictions, covenants, assessments, and conditions, to wit:

(a) All lots in said addition shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any lot other than single family dwellings not to exceed two and a half stories in height, and a private garage for not more than three cars, except that lots 35, 36, and 72 may be used for the erection of duplexes with garage apartments.

(b) Servants' quarters may be erected, but must be only one story in height, must be occupied by servants, and such quarters and all other outbuildings must conform in architecture with the main structure.

No servants' quarters or outbuildings except a one-story garage shall be built before the main residence is completed on any lot.

(c) No building shall be located nearer to the front lot line or nearer to the side street line than the building set back line as shown on the recorded plat of Ranch Estates subdivision.

No portion of any main building or residence shall be located nearer than five feet to any side property or lot line, and must not be less than 10 feet from the adjoining main building or residence.

Garage buildings, either attached to or detached from the main structure, may be located as near as three feet to any property or lot line, provided that there is always maintained a distance of 10 feet or more between any garage and the residence or main building on the adjoining lot.

If a main building with an attached garage is built within three feet of the property line under the provisions hereof prior to the erection of a building on the adjoining lot, then the adjoining lot holder must build his main building or residence seven feet from the property line.

(d) No residence or main building on any lot shall be constructed unless at least one-third of all exterior walls of same shall be constructed of brick or other masonry. Asbestos siding shall not be considered masonry within this provision.

(e) The ground floor area of any residential building shall be not less than 1300 square feet, such area to include porches under the main roof of the house, but excluding garages, which may be attached.

(f) No wall, fence, other structure, or hedge, shall be erected or permitted to remain closer to the street than 10 feet beyond the front building line of said subdivision as shown on the recorded plat thereof.

No fence, wall, or hedge over 48 inches in height shall be erected or permitted to remain upon any lot in said subdivision.

(g) No building shall be erected, placed, or altered on any building site in this subdivision until the building plans, specifications, and plot plan showing the location of such building, have been approved in writing by a majority of a committee composed of H. G. McDaniel, O. C. Baker, and Richmond Lumber & Building Company, or their authorized representative, for conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to property and building set back lines.

In case of the death of any member or members of said committee the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within thirty days after plans have been submitted to it, or if no suit to enjoin the erection of such building or the making

Said committee shall not serve until January 1, 1966, at which time the then recorded owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the Deed Records of Harris County, Texas, their authorized representatives, who thereafter shall have all of the powers, and be subject to the same limitations, as were previously delegated herein to the aforesaid committee.

(h) No residential structure shall be erected or placed on any building plot which plot has a width of less than 55 feet at the front building set back line. (i) 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. (j) No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(k) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract 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. (l) Easements affecting all lots are reserved as shown on the recorded plat of Ranch Estates for public utility installation and maintenance. No garage, barn, servants' house, or other building shall be constructed on any lot in that addition that will have a roof or any portion of same to extend beyond the rear property line of said lots. (m) No cattle, hogs, rabbits, or poultry may be kept on any part of this property. (n) The above and foregoing restrictions and conditions are covenants which are to run with the land, and shall be binding upon all parties and persons owning land in Ranch Estates or who may hereafter purchase lots in Ranch Estates until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part, which such changes may only be reflected by an instrument duly recorded in the Deed Records of Harris County, Texas, showing this provision to have been complied with.

(o) 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 person or persons owning an interest in any property situated in said subdivision to institute and prosecute appropriate 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 so doing or to recover damages for such violation.

(p) 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, nor shall any violation or disregard of any of said restrictions, no matter how long continued, release or impair or prevent the enforcement of said restrictions or any of them. Executed at Houston, Texas, this the 23 day of May, 1946. Richmond Lumber & Building Company By: H. G. McDaniel, President.

Attest: O. G. Baker, Secretary.

(Seal)

State of Texas County of Harris Before me, the undersigned authority on this day personally appeared H. G. McDaniel, President of Richmond Lumber & Building Company, and O. G. Baker, Secretary of said Company, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he had executed the same for the purposes and considerations therein expressed, acting in the capacity therein stated, and as the act and deed of said Corporation. Witness my hand and seal of office on the 23 day of May, 1946.

Ann Vannatta, Notary Public in and for Harris County, Texas.

(Seal)

Filed for record May 24, 1946 at 3:50 o'clock P.M. recorded March 22, 1947 at 10:25 o'clock A.M.

W. D. MILLER, Clerk, County Court, Harris County, Texas By: Edmund H. Miller Deputy