



1700  
C252006

WHEREAS, M. T. - WEST, INC. and FIRST GENERAL REALTY CORPORATION owners of the following described property, joined herein by J. R. PIRTLE and wife, MARTHA A. PIRTLE, lienholders of the following described property situated in Harris County, Texas, to-wit:

Lots Sixteen (16) and Seventeen (17), in Block Eight (8); Lots Twenty (20) through Thirty-eight, both inclusive, in Block Eleven (11); Lots Eight (8) through Eighteen (18), both inclusive, in Block Twelve (12); Lots One (1) through Thirty-eight (38), both inclusive, in Block Thirteen (13); Lots One (1) through Ten (10), both inclusive, in Block Fourteen (14); Lots One (1) through Thirty-eight (38), both inclusive, in Block Fifteen (15); and Lots One (1) through Twenty-two (22), both inclusive, in Block Sixteen (16); All in BELLAIRE WEST, SECTION THREE, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded at Volume \_\_\_\_\_, Page \_\_\_\_\_, Map Records of Harris County, Texas.

1700  
C252006

FILED  
MAR 25 1953  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
FEB 18 9 29 AM 1953

WHEREAS, it is the desire of said owners to establish a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both the present and the future owners of lots in said subdivision:

NOW, THEREFORE, the above mentioned owners and lienholders of all the above described property do hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon said property, which shall constitute covenants running with the title of the land and shall inure to the benefit of said parties, their respective successors and assigns, and to each and every purchaser of lands in said addition and their assigns, and any one of said beneficiaries shall have the right to enforce the restrictions using whatever legal method is deemed advisable.

047-25-0736

RESTRICTIONS, COVENANTS AND CONDITIONS

1. LAND USE AND BUILDING TYPE. All lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a detached garage for not less than 2 nor more than 4 cars. As used herein the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage, apartments or apartment houses; and no lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee hereinafter established as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. No fence

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  
MAR 25 1953

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Dolores Lopez*  
DOLORES LOPEZ, Deputy

the sum of the side yard dimensions on any lot (except in the case of a garage or other permitted accessory building set back 65 feet as above provided) be less than fifteen per cent (15%) of the width of the lot, measured (to the nearest foot) along the front set back line shown on the recorded plat. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. For the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence building will face the front of the lot, and each garage will face the front of the lot or which it is situated and will be provided with driveway access from the front of the lot only.

RECEIVED  
MAR 29 1930  
430

047-29-0738

6. MINIMUM LOT AREA. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 6,050 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision increases the minimum lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

7. EASEMENTS. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets and pipeline easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

8. ANNOYANCE OR NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

9. TEMPORARY STRUCTURES. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently. No truck, trailer, automobile or other vehicle will be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby.

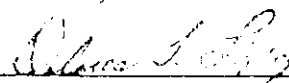
10. SIGNS AND BILL BOARDS. No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by M. T. - WEST, INC. and FIRST GENERAL REALTY CORPORATION to construct and maintain such signs, billboards or advertising devices as in customary in connection with the general sale of property in this subdivision.

11. OIL AND MINING OPERATIONS. No oil drilling or 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.

100

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  
MAR 29 1930  
ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

  
Deputy  
CLERK

12. STORAGE AND DISPOSAL OF GARBAGE AND REFUSE. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Provided further, that no lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

MAINTENANCE CHARGE

1. Each lot in Bellaire West, Section Three is hereby subjected to an annual maintenance charge and assessment not to exceed \$3.00 per month or \$36.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within Bellaire West, Section Three to Bellaire West Community Improvement Association in advance quarterly installments, commencing October 1, 1965. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by Bellaire West Community Improvement Association as the needs of the subdivision may in the judgment of that association require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$3.00 per lot per month, or \$36.00 per lot per year. The present owners of the property hereinabove described and their successors and assigns agree to pay their and each of their proper proportion of said assessment for all lots in Bellaire West, Section Three, which are fully developed and saleable building sites. Bellaire West Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Bellaire West, Section Three, as well as all subsequent sections of Bellaire West, provided, however that each future section of Bellaire West to be entitled to the benefit of this Maintenance Fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of Bellaire West Community Improvement Association; such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, any and all of the following: constructing and maintaining parks, parkways, rights-of-way, easements, esplanades, and other public areas, collecting and disposing of garbage, ashes, rubbish and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the Bellaire West Community Improvement Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of Bellaire West Community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

REC-100005  
6250-432

CAF-21-0740

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  
MAR 21 1963

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]*  
E. LOPEZ  
Deputy