

SELTON A

378690

THE STATE OF TEXAS }
COUNTY OF GALVESTON }

KNOW ALL MEN BY THESE PRESENTS:

That ANNALEA, INC., BANK OF TEXAS, and NORWOOD HOMES, INC., a Texas corporation, 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 ANNALEA, INC., BANK OF TEXAS, and NORWOOD HOMES, INC., as well as their successors 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:

Lots One (1) through Eighteen (18), both inclusive, in Block Five (5);
Lots One (1) through Four (4), both inclusive, in Block Six (6);
Lots One (1) through Nineteen (19), both inclusive, in Block Seven (7);
Lots One (1) through Two (2), in Block Eight (8); and
Reserves "D", "E" and "F", all out of ANNALEA, WHITEHALL, SECTION "A", an addition in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 1616, Page 74 of the Galveston County Map Records of Galveston County, Texas.

subject to the following restrictions, reservations and covenants, which are hereby imposed upon said properties as covenants running with the land, and which ANNALEA, INC., BANK OF TEXAS, and NORWOOD HOMES, INC. agree shall be binding upon and shall be observed by themselves, their heirs and assigns, 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 COVENANTS:

1. None of said lots shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than ^{three} years, SAVE AND EXCEPT that Reserves "D", "E" and "F", shall be unrestricted.

2. No building shall be erected, placed or altered on any of said lots until the building plans, specifications and plot plan showing 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 composed of Glen Norwood, R. D. Whitworth and Guy R. Odom, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any members of said committee, the remaining member or members shall have full 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 disapprove such design and location within thirty (30) 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 approval will not be required and this covenant will be deemed to have been fully complied with. Neither 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 the named committee and/or its designated representative shall, on January 1, 2005, automatically pass to a committee of three (3) owners of lots in ANNALEA, WHITEHALL, SECTION "A", which such three lot owners shall be elected by a majority of lot owners in said ANNALEA, WHITEHALL, SECTION "A". 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 Galveston County, Texas.

3. Any single story residence constructed on said lots must have a ground floor area of not less than 1200 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 800 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 51% brick veneer on the outside perimeter of building.

4. No building shall be located on any lot nearer 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 permitted accessory building located 60 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 lot at the front building set-back line. A three (3) foot side yard shall be permissible for a garage or other permitted accessory building located sixty (60) feet or more from the front property line. If two or more lots, or fractions thereof, are consolidated into the building site in conformity with the provisions of Paragraph 5 (a) below, these building set-back provisions shall be applied to such resultant building site as if it were one original, platted lot.

5. None of said lots shall be resubdivided in any fashion except as hereinafter provided.

(a) Any person 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 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 sixty (60) feet at the front building line in ANNALEA, WHITEHALL, SECTION "A".

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither ANNALEA, INC., BANK OF TEXAS, or NORWOOD HOMES, INC., nor any utilities company using the easements 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 land covered by said easements.

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, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising 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, tunnels, mineral excavations or shafts, be permitted upon or on any lot. No derrick or other structure designated 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 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 purposes.

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, except for decorative subdivision entry fences, or fencing used to enclose community facilities installed by Norwood Homes, Inc., and which may be approved by the Architectural Committee as outlined in Section 2, Part A.

14. No shrub or tree planting which obstructs sight 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 line 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 pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

15. No trucks, vans, trailers, boats, or any vehicle other than passenger cars will be permitted to park on streets or on drives in front of residences for longer than a 12 hour period.

16. Overhead garage doors shall be closed at all times except for immediate entry and exit.

PART B - GENERAL 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 January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then 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 development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent his or them from acting, or to recover damages or

other dues for such violations.

2. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

EXECUTED this 25th day of August, 1965.

ATTEST:

By: Eugenia Hughes
Eugenia Hughes, Assistant Secretary

ANNALEA, INC.

By: R. Hausman
R. Hausman, President

ATTEST:

By: John R. Snyder
John R. Snyder, Cashier

BANK OF TEXAS

By: A. Harrel Blackshear
A. Harrel Blackshear, Senior Vice President

ATTEST:

By: Mary J. Greene
Secretary

NORWOOD HOMES, INC.

By: Guy R. Odom
Guy R. Odom, Vice President

STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared R. HAUSMAN, President and EUGENIA HUGHES, Assistant Secretary of ANNALEA, INC., known to me to be the persons whose names are subscribed to the foregoing instrument and they acknowledged to me that they had executed the same for the purposes and considerations therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER my hand and seal of office, this 25 day of August, 1965.

William Pope
Notary Public in and for Harris County, Texas.

STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared HARREL BLACKSHEAR, Senior Vice President and JOHN R. SNYDER, Cashier, BANK OF TEXAS, known to me to be the persons whose names are subscribed to foregoing instrument and acknowledged to me that they had executed the same for the purposes and considerations therein expressed, as the act and deed of said corporation, and in the capacities therein stated.

GIVEN UNDER my hand and seal of office, this 25th day of August, 1965.

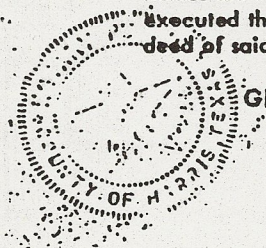
Frank Dickow
Notary Public in and for Harris County, Texas.

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STATE OF TEXAS I

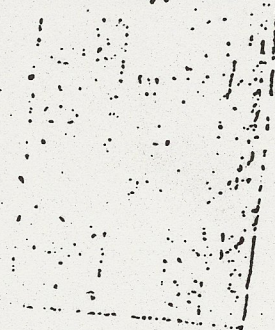
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority on this day personally appeared GUY R. ODOM, Vice President and Henry J. Quinn, Ant. Secy of NORWOOD HOMES, INC., a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they had executed the same for the purposes and considerations therein expressed, as the act and deed of said corporation, and in the capacity therein stated.



GIVEN UNDER my hand and seal of office, this 31 day of Sept 1965.

Lorna B. Salter
Notary Public In and for Harris County, Texas.



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Filed for Record September 21, 1965 at 2:10 o'clock P.M. No. 378690
Recorded September 24, 1965 at 10:10 o'clock A.M.
Gertrude McKenna, County Clerk, By Ethel Hanson Deputy