BINGLEWOOD SUBDIVISION

1352209

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That we, F. Avanzini and R. Croes, being the owners of Section I Binglewood/^, a subdivision of 31 acres of land out of the William C. Wallace 1288 acre survey, in Harris County, Texas, according Section I, to the map of said Binglewood Subdivision,/^ filed for record on Nov. 29, 1954, in the Office of the County Clerk of Harris County, Texas, under County Clerks No. 1346846 to which reference is here made for all purposes, do hereby declare that the lots and tracts in Section I in said subdivision shall from and after the date of this instrument be held and conveyed subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out:

F. Avanzini and R. Croes do hereby dedicate the streets, avenues, drives, parkways and lanes for use by the public as such, reserving the right unto themselves, their heirs, successors and assigns to at any time use the same the installation, maintenance, repairs and renewal of any and all public utilities.

DEFINITIONS

The word “Street” as used herein shall include any street, drive, boulevard, road, lane, avenue or place as shown on the recorded plat as a thoroughfare.

A “corner lot” is one that abuts on more than one street. Any lot, except a corner, is deemed to front on the street upon which it abuts. A corner lot shall be deemed to front on the street on which it has the smallest frontage.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said Subdivision as a restricted Subdivision, the following restrictions upon the use of said property are hereby established and

adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of F. Avanzini and R. Croes, their heirs and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said Subdivision as shown by said plat and referred to herein, and same shall constitute covenants running with the land, and shall be binding upon, and shall inure to the benefit of F. Avanzini and R. Croes, their heirs and assigns, and all subsequent purchasers of said property, and each such purchaser by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions and for the term of this instrument as hereinafter set forth.

USE OF LAND

(a) No lots shall be used for anything other than single family residential purposes, except those lots otherwise shown on the aforementioned map.

(b) No sign of any kind shall be displayed to the public view of any residential lot except one sign of not more than five 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. Such signs not to be larger than 15 feet by 30 feet.

(c) 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.

(d) 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.

(e) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold or offered for sale, on said premises, or any part thereof, nor shall such premises or any part thereof be used for private or public professional purposes, or illegal or immoral purposes.

(f) No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the Addition.

(g) No livestock of any kind shall be staked, or pastured on any vacant lot in the Addition.

(h) No fence shall, be constructed on any lot in the Addition nearer to any street than is permitted for the house on said lot, and then no higher than four feet from the ground, except with the written consent of Architectural Committee. A hedge of any type shall be held and construed to be a fence.

(i) No excavations, except such as are necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property, except on land so designated for such purpose, without the written consent of Architectural Committee

ARCHITECTURAL RESTRICTIONS

No improvements of any character shall, be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot or homesite in BINGLEWOOD Subdivision/^ Section I until plans and specifications have been submitted to and approved in writing by the Architectural Committee hereinafter constituted. Such approval is to include exterior design, the type of material to be used and the colors to be applied on the exterior of the structure,

and such approval is to be based on the following general requirements, stipulations and restrictions:

(a) No dwelling shall be erected or placed on any tract of land having a width of less than Forty (40) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than Six Thousand (6,000) square feet.

(b) All lots in the tract shall be used for single family residential purposes only, except as shown on the map of the Addition.

(c) No structure shall be erected on any residential plot other than one single-family dwelling not to exceed two stories in height and one or two car garage, containing not less than One Hundred (100) square feet.

(d) No structure shall be moved on to any lot.

(e) No trailer, basement, tent, shack, garage or barn or other outbuilding erected in the tract shall at any time be used as a residence either temporarily or permanently, except as provided in Paragraph (f) below, nor shall any residence of a temporary character be permitted. Temporary buildings can be erected and maintained on Lots Three (3) and Four, (4) Block Two (2) and Lots Thirty-one (31), Block Four (4), for the purpose of maintaining builders' and real estate offices, warehouses, etc. up to the time that all houses have been built and sold in said addition.

(f) No garage apartment for rental purposes shall be permitted. However, this does not prevent occupancy of servants' quarters by domestic servants by the owner or occupant of the lot upon which said servant's quarters are located.

(g) All improvements shall be constructed on the lot

so as to front the street upon which such lot faces.

(h) Dwelling on corner lots shall have a presentable frontage on all streets adjacent to that particular corner lot.

(i) No residence shall be constructed on any lot or building site in the Subdivision for less actual cost than Eleven Thousand Dollars ($11,000.00) and must be constructed of not less than Fifty-one per cent (51%) brick veneer exterior. These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of May 1, 1954, and all future value at improvements is to be given consideration based upon comparable costs of labor and material at the time of construction, using the basic value hereinabove given.

(j) No residence shall be constructed on any lot or building lot in this Subdivision with less than One Thousand Three Hundred (1,300) square feet of ground floor area exclusive of porches and garage.

(k) The building lines of any residence to be erected in BINGLEWOOD Subdivision/^ Section I shall be as follows:

Not less than Twenty-five (25) feet from the front property line and not less than five (5) feet from the side property line except that on all corner lots no structure shall be erected nearer than ten (10) feet from side property lines abutting a street. No dwelling (servant's quarters excepted) shall be located on any lot nearer than ten (10) feet to the rear lot line.

(l) No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without a written consent of the Architectural Committee.

(m) No radio aerial wires shall be maintained on any

portion of any lot forward of the front building line of said lot.

(n) No garage, servants' house or other outbuilding of any kind shall be erected on any lot nearer than sixty-five (65) feet to the front property line, nor nearer than five (5) feet to either side property line, nor nearer than the easement on the rear or side property line of said lot.

This does not apply to garage and servants' quarters when attached to the main residence but any servants' quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

No outbuilding shall exceed in height the dwelling to which they are appurtenant, without the written consent of the Architectural Committee. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

The right is reserved by the Architectural Committee to change these restrictions in the case of unusual and irregular shaped lots where same is required for the best appearance of the immediate community.

(o) No building of frame construction on the exterior of any kind or character shall be erected on any lot unless same at the time of construction shall receive at least two coats of paint.

(p) No oil drilling, oil 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, minerals 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.

The Architectural Committee shall be composed of F. Avanzani, Rosimbo Croes and C. M. Avanzini, all of Harris County, Texas, which committee and its successors are hereby vested with the full right and authority to act an such under

the provisions of these restrictions. The majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the committee, the remaining members or member shall have full right and authority to act hereunder and to designate a representative to so act. In the event said committee or its designated representative fails to approve or disapprove, any design or location within thirty days after 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 completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with. Neither the members of such committee nor any designated representatives shall be entitled to any compensation for services performed pursuant to these restrictions. At any time a vacancy exists on said Committee, F. Avanzini shall have the right to fill vacancies; and should he fail to do so within thirty days after receiving notice of such vacancy, the remaining members or member of the committee shall have the right to fill any vacancy. All appointments and designations of persons as successors to the committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the committee, as from time to time constituted, shall continue in force during the life or lives of F. Avanzini, Rosimbo Croes, and C. M. Avanzini and twenty-one (21) years thereafter, but not longer than the effective period and any extensions thereof. of the restrictions hereby created/^ Thereafter the owners of Section I, eighty per cent of the lots in Binglewood Subdivision/^ (one lot or homesite constituting one ownership) becoming dissatisfied with the Committee as then constituted, shall have the right to remove any member or members of said Committee, and may designate and appoint a new member or members by written

petition bearing the signature of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

DURATION OF RESTRICTIONS

All of the restrictions and covenants herein set forth shall continue and be binding upon F. Avanzini and R. Croes, their heirs and assigns for a period of thirty (30) years from the date of this instrument, and shall automatically be extended thereafter for successive period of fifteen (15) years, provided, however, that the then owners of the legal title to the lots shown by the records of Harris County, Texas, having more than fifty per cent of the foot frontage of the lots shown on the recorded plat of Binglewood Subdivision/^ Section I may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot or building site shown on said plat from such restriction or covenant created by deed from F. Avanzini and R. Croes at the end of the first thirty (30) year period or at the end of any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments, at least two (2) years prior to the expiration of the first thirty (30) year period, or at least two (2) years before the expiration of any fifteen (15) year period thereafter.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon F. Avanzini and R. Croes, their heirs and assigns, and all parties claiming by, through or under them and all subsequent owners in said subdivision, each of whom shall be obliged and

bound to observe such restrictions, covenants and conditions, provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restrictions, covenants or conditions shall not operate to invalidate any mortgages, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and, conditions as herein mentioned.

F. Avanzini and R. Croes, their heirs and assigns, shall have the right to enforce observance and performance of such restrictions, covenants and conditions and in order to prevent a breach or to enforce the observance or performance of same shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any restrictions, covenants or conditions or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyances at lots and dedication of streets in said subdivision shall be subject to the easements and rights-of-way as shown on the map of Binglewood Subdivision/^ Section I filed on the 29th day of November, 1954, County Clerk's File No. 1346846, and to any easement over, under, along and across such portions of each lot as may be reserved in each deed as being appropriate or necessary for the purpose of installing, using, repairing end maintaining public utilities, water sewer line, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs Such right of access to include the

right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfer with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering unto and upon said property for the purpose aforesaid.

There is also reserved and dedicated herewith for use of all public utility companies an unobstructed, aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all dedicated utility easements as shown on the map of said Subdivision.

Further, we do hereby dedicate forever to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all gullies, ravines, draws, and sluices, or other natural drainage courses located in said subdivision, as easements for drainage purposes giving Harris County and/or any other public agency the right to enter upon said easement at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures.

This instrument of dedication relates to and affects to the above described property and shall not affect other property not herein described.

A failure to observe, perform or comply with any restrictions herein set out shall not abrogate the same or render it or any other restrictions inoperative, and no such non-observance, non-performance, or non-compliance however long continued or however general or prevalent the same may be,

shall constitute a defense in any suit or proceeding brought to enforce the compliance with and/or observance and performance of any of said restrictions, conditions and provisions.

WITNESS MY HAND at Houston, Texas, this 30th day of November, 1954.

_____
F. Avanzani

_____
R. Croes

I, Mrs. Myrtle B. Sowden, a feme sole, the owner and holder of the lien on the property described in the foregoing instrument, do hereby consent to the above and foregoing restrictions and do hereby subordinate the lien held by me to them.

_____
Mrs. Myrtle B. Sowden

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared F. Avanzini and R. Croes, 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 stated.

Given under my hand and seal of office this 30th day of November, 1954.

_____
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally Mrs. Myrtle B. Sowden, a feme sole, known to me, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this 18th day of October, 1954.

_____
Notary Public in and for
Harris County, Texas