

RESTRICTIONS

APPLICABLE TO **SOUTHGATE ADDITION, SECTION 3**

(Area North Side of McClendon to Bellaire, and from Travis to Greenbriar)

Recorded September 26, 1945, Volume 1386, Page 550 of the Deed Records of Harris County, Texas, being Resolution from A.J. Sheffield and C. Mike Murphy to the Public (and Amendments of 1946, Vol. 1446, p. 321, Deed Records).

(a)*

(b) Two-family residences, four-family residences and multiple family residences may be erected or constructed on the following described lots and building sites, to-wit:

Lots 3, 4 and 5, Block 1, Two-family units.
Lots 11 and 12, Block 3, Two-family units.
Lots 2 to 7 inclusive, Block 4, Two-family units.
Lots 3 to 22 inclusive, Block 7, Two-family units.
Lots 1 to 7 inclusive, Block 10, Two-family units.
Lots 1 and 2, Block 1, Four-family units.
Lots 13, 14 and 15, Block 3, Four-family units.
Lots 1 and 8, Block 4, Four-family units.
Lots 1 and 2, Block 7, Four-family units.
Lots 8 to 15 inclusive, Block 10, Multiple-family units.

But only one main building shall be erected on each of the foregoing lots or building sites and the following shall be minimum building costs based on construction costs as of January 1, 1940:

Two-family units, \$7,500.00.
Four-family units, \$10,000.00.
Multiple-family units, \$2,000.00 per living unit.

(c) The following lots or building sites are reserved for business use, excluding however, tourist cottages or courts, of any kind or nature:

Lots 23 to 36 inclusive, Block 7; All of Block 11. Should any Multiple-family units or any apartment hotel be erected on any or either of said lots 23 to 36, inclusive of Block 7, and all of Block 11, then the cost per living unit shall not be less than \$2,000.00 per unit, such minimum building cost to be based on construction costs as of January 1, 1940.

(d) All of the remaining lots or building sites included in the plat of Southgate Addition, Section Three (3) shall be used for single family residences only and shall cost not less than \$5,000.00, based on construction costs prevailing January 1, 1940.

Only one main building may be erected or maintained thereon except for a single family dwelling.

(e) No garage, out-building or servants' house shall ever be used or occupied as a residence or living quarters, except by domestic servant on the premises and then only after erection of main building.

(f) No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alterations therein be made until plans and specifications, color scheme, plot plan and grading plan therefor, or information satisfactory to "Seller" shall have been submitted to and approved in writing by "Seller" and a copy thereof as finally approved lodged with the "Seller." In so passing upon such plans, specifications and other requirements, the "Seller" may take into consideration the suitability of the proposed building or other structures and of the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from adjacent or neighboring property.

(g) The exterior walls of any residence, duplex, four-apartment, or multiple family unit shall contain at least 50% Brick, Stone, Stucco or Fire Proof Masonry.

(h) No livestock of any kind shall be housed, pastured or maintained, nor may dog kennels be maintained,

nor may any provision be made for housing poultry, on any lot in Southgate Addition, Section Three, No rabbits or guinea pigs, or any other animal of a similar kind or nature shall be housed on any lot in Southgate Addition, Section Three.

(i) The building erected on any of the lots or building sites in the property hereinabove described shall front or present a good frontage, on the street on which the lot or building site in question fronts.

(j) The "Seller" has reserved and does hereby reserve the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained, in, on, under and across a strip five (5) feet wide on the rear of all lots and building sites included in Southgate Addition, Section Three (3), sewer or other pipe lines, conduits, poles and wires, and any other method of conducting or performing any public or quasi-public utility or function, above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

(k) No residence or part thereof, exclusive of cornices, spouting, chimneys or purely ornamental projections shall be erected or maintained on any lot or building site nearer than twenty (20) feet from the front property line and no portion of any building located on a corner lot shall be erected nearer than twenty (20) feet to the lot lines bordering on the side street, and not nearer than five (5) feet to the line of the adjoining lot, and on inside lots no portion of any main building shall be erected nearer than five (5) feet to the side lines thereof, and no out-buildings shall be nearer than five (5) feet to the rear property line and three (3) feet to the side property line. The above building setbacks apply to all corner lots, except Lot 13, Block 1, Lot 1 in Block 2, and Lot 13 in Block 3, which sites shall observe a ten (10) foot side building limit line from the side street.

(l) The minimum cost as set out in the above building restrictions shall be at all times interpreted to mean "reasonably worth" or the reasonable value of said

improvements. The minimum building restrictions set out herein are based on building costs as of January 1, 1940. However, should building costs materially increase or decrease, then and in that event or in either event, the "Seller", their successors and assigns, in their sole discretion, and at their option and election may raise or lower the minimum building restrictions accordingly. However, in no event shall the improvements to be erected in the future be out of keeping with or inferior to those improvements previously erected. Provided, however, that no single family residence shall ever be erected which costs less than \$5,000.00, based on construction costs prevailing on January 1, 1940, notwithstanding any other provision in these Reservations, Restrictions and Covenants to the contrary.

(m) All of the restrictions herein set forth shall continue and be binding upon the Owners and upon their successors and assigns for a period of twenty-five (25) years from September 1, 1945, and shall automatically be extended thereafter for successive periods of fifteen (15) years, providing, however, that the owners of the fee simple title to the lots having more than fifty per cent (50%) of the front feet of the lots shown on said plat of Southgate Addition, Section Three (3) may release all of the lots hereby restricted, from any one or more of said restrictions, or may release any lot from any restriction created by deed from "Seller" at the end of the first twenty-five (25) year period or of any successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing for such purpose and filing same for record in the Office of the County Clerk of Harris County, Texas, at least five (5) years prior to the expiration of this first twenty-five (25) year period, or of any fifteen (15) year period thereafter.

(n) The restrictions hereinabove set forth shall run with the land and bind the owners, their heirs, executors, administrators, successors and assigns and all parties claiming by, through or under it, herein agree and covenant to conform to and observe said restrictions, and the owner or owners, of any lots or building sites similarly

restricted by the "Seller" shall have the right to sue for and obtain an injunction, prohibitive, or mandatory, to prevent a breach of, or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages and the failure of "Seller", their successors and assigns, or the owner or owners of lots similarly restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of his right to do so thereafter.

It is further resolved [in the amendment recorded in Volume 1446, Page 321 of the Deed Records of Harris County, Texas] that invalidation of any one or more of the covenants made effective by the resolution of September 1, 1945, as herein changed and amended by judgment or court order shall in no wise affect any of the other reservations, restrictions and covenants which shall remain in full force and effect.

*This restriction is void and unenforceable. Sec. 5.026, Texas Property Code.