

## **Reservations, Restrictions, and Covenants in Rivercrest Addition**

W. E. Sampson and E. Phil Gemmer, being the owners of a tract of 367 acres out of the Geo. L. Bellows League, Harris County, Texas, having platted said acreage into a residential subdivision known as Rivercrest Addition; do hereby establish certain reservations, restrictions, and covenants, which shall be applicable to, said Addition. A map of said Addition prepared by R. C. Shaner, Engineer, authenticated by the acknowledgement of W. E. Sampson and E. Phil Gemmer, and approved by the Planning Commission of the city of Houston, has been filed for record in the Map Records of Harris County, Texas.

### **Reservations:**

Therein so authenticating said map for record, and in so dedicating streets and roads to the use of the subsequent owners of said property, there shall be and are hereby reserved to W. E. Sampson and E. Phil Gemmer, hereinafter called owners, the following rights, title and easements, which reservations shall be referred to and made a part of and adopted in each and every contract, deed, or other conveyance executed or to be executed by or on behalf of owners conveying said property or any part thereof;

(1) The legal and fee simple title in and to each and all of the several streets and roads as shown on said map or plat is hereby reserved to owners.

(2) Owners reserve the exclusive right to construct, own and retain title to, and operate in, over, upon, along and under said street and roads, and to erect and maintain therein a system of electric light, power, telegraph and telephone line or lines and connections; and to construct, lay and maintain in, along and under any and all of said streets and roads all pipes and conduits necessary and proper for the construction and maintenance of a system of drainage and system of sewerage and for the supply of water, gas, light and power, telegraph and telephone service to said Addition and the inhabitants thereof; and for all other purposes incident to the development thereof; and for all other purposes incident to the development and use of said property as a community unit.

(3) Owners reserve the right to divide Lot 19 in Block 3 into any number of building sites provided no site shall contain less than three (3) acres. Each of such sites shall be subject to all of the restrictions and general restrictions hereinafter set out except that the house, residence, garage, servant's house or other outbuilding on any such site shall not be nearer than 100 feet of the property line of the site fronting on the street or road adjoining said site.

### **Restrictions:**

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said Addition and the lots, blocks and homesite tracts of land therein contained as a high class restricted district, the following restrictions upon the use of said property are hereby established and shall be referred to, adopted and made part of each and every contract and deed executed by or on behalf of owners, conveying said property or any part thereof, by appropriate reference to these restrictions, making the same a part of such conveyance to all intents and purposes as though incorporated at length therein; and restrictions shall be and are hereby imposed upon each lot or parcel of land in said Addition for the benefit of each and every other lot or parcel and shall constitute covenants running with the land, and shall insure to the benefit not only of grantors, their heirs and assigns, but of each and every purchaser of lands in said Addition and their assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the expressed conditions herein stated.

### **General Restrictions:**

(1) These restrictions shall be effective until January 1, 1970, but at any time within five years before January 1, 1970, the then owners of a majority of the square foot area of the lots in this Addition may, by written declaration, signed and

acknowledged by them, and recorded in the deed records of Harris County, Texas, extend these restrictions, conditions and covenants, (or any other hereafter with reference to this property in accordance herewith) for a period of ten years additional, and then similarly, for successive additional periods of ten years as often and as long as the owners of the majority of the square foot of the said lots may desire.

(2) This property shall be used for single-family residence purpose only, and this shall be interpreted to exclude of any kind, commercial and industrial usages and any such usage of the property in this Addition is hereby expressly prohibited. Such usage as are ordinarily accessory to, or incidental to, the maintaining of a better class suburban home are not prohibited, examples of such accessory uses being the keeping of horses, dogs, pets and family milk cows; examples of prohibited usage being the operation of a dairy or the keeping of cattle, pigs, or other undomesticated animals.

(3) Only one residence shall be constructed or permitted on each lot, home site tract or separate parcel of land as shown by said map, except that this restriction shall not apply to the following lots or building sites, to-wit: Lots 16, 17 and 18 in Block One (1) and Lots 20 and 21 in Block Three (3), on each of which no more than two residences may be constructed.

(4) The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, Porte cocheres, steps, projections and every other permanent part of the improvements.

(5) No garage or outbuilding on this property shall be used as a residence or living quarter, except by servants engaged on the premises, and except during construction of the residence and then only for a period of not exceeding six months. No restriction in this instrument shall prevent the erection and use of a guesthouse in addition to the house or residence on any site.

(6) Removed.

(7) No outside privy shall be erected or used on any lot, and all sewerage shall be disposed of through properly constructed septic tanks or other type sewerage disposal system in current use in the better class residential suburban subdivisions.

(8) The cost of the house or residence to be constructed on any building site, except as hereinafter set forth, shall be not less than \$7,500.00. As regards each lot fronting on Westheimer Road, the cost of the house or residence shall be not less than \$10,000.00.

(9) The house, residence, garage, or other outbuilding on any site adjoining Buffalo Bayou shall not be nearer than 150 feet to the middle line of said Bayou.

(10) The house, residence, garage, or other outbuilding erected on any lot or building site shall not be nearer than 100 feet to either East Rivercrest Drive, West Rivercrest Drive or Westheimer Road. No barn, stable, chicken house or dog kennel on any lot shall be nearer than 200 feet to East Rivercrest Drive, West Rivercrest Drive or Westheimer Road. As regards to Lot 1 in Block 1, Lots 1 and 34 in Block 2, and Lot 1 in Block 3, any barn, stable, chicken house or dog kennel shall not be nearer than 200 feet to East Rivercrest Drive, West Rivercrest Drive or Westheimer Road, or nearer than 100 feet to the North line of said Lots.

(11) The house, residence, garage, servant's house or other outbuilding erected on any building site shall not be nearer than 15 feet to any property line of said lot or building site, except that this building restriction shall not apply to any property line separating said building site from land not in said Addition.

(12) Grantors may make other restrictions applicable to each lot by appropriate provision in the contract or deed,

without otherwise modifying the general plan above outlined, and such other restrictions shall insure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

(13) Violation of any restriction, condition, or covenant herein shall give grantors the right to enter upon property where such violation exists and summarily abate or remove the same at the expenses of the owner, and such entry and abatement or removal shall not be deemed a trespass.

All of the above restrictions, covenants, reservations, liens and charges, as well as those appearing in contract, deed or other conveyance, to any part of this property, shall be construed together, but if any one of the same shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect. Each and all of the conditions, reservations, restrictions, covenants, liens and charges contained herein, or in the contract or deed conveying any portion of this property, shall extend to and be binding upon the heirs, assigns and legal representatives or grantors and of the grantee in every such contract or deed. A copy of the foregoing statements, reservations, restrictions, limitations, conditions and covenants, duly signed and certified by the grantors, and duly acknowledged by them, shall be filed for record in the office of the County Clerk of Harris County, Texas, and shall be referred to and adopted and made a part of each and every contract, deed or conveyance executed by W. E. Sampson and E. Phil Gemmer, conveying any lot, tract, or parcel of land in said Addition, and the same shall be deemed and held to be a part of each and every such conveyance the same as though set out therein in full, and shall constitute covenants running with the land so that each grantee or grantees in each and every such conveyance, their heirs and assigns, shall be held and deemed to have covenanted with grantors, their heirs and assigns, and with each and every other grantee, his heirs and assigns, that he, his heirs and assigns, shall forever observe and perform all of the several restrictions, conditions, and limitations herein above set out; and if any such grantee or person claiming under him shall violate or attempt to violate, or shall fail to observe or perform any of the foregoing conditions, limitations or restrictions, it shall be lawful for any person owning land within said Addition, which is subject to the foregoing restrictions, limitations and conditions, in respect to which default is made, and for W. E. Sampson and E. Phil Gemmer, either or both, to institute and prosecute proper proceedings at law or in equity for the wrong done or attempted to be done.

W. E. Sampson E. Phil Gemmer State of Texas County of Harris

Before me, the undersigned authority, on this day personally appeared W. E. Sampson and E. Phil Gemmer, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, each of whom severally acknowledged to me that he executed the same for the purposes and considerations therein stated. Given under my hand and seal of office at Houston, Texas, on this 10 day of November, A.D. 1945.

John G. McGregor Notary Public in and for Harris County Texas. (seal)

Filed for record Nov. 14, 1945 at 10:40 o'clock A. M. Recorded April 19, 1946 at 9:45 o'clock A. M.

W. D. Miller, Clerk County Court, Harris County Texas. By \_\_\_\_\_ Deputy