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RESTRICTIONS

FOR

ENCHANTED VALLEY, SECTION ONE (1)

DEED RECORDS
VOLUME 156 PAGE 101

*File
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THE STATE OF TEXAS
COUNTY OF HARRIS

I
KNOW ALL MEN BY THESE PRESENTS:
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103-40-1566

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CJ*

THAT, ENCHANTED VALLEY CONSTRUCTION CO., INC., VICTOR J. JANAK, ORVILLE W. CROWDER, DAVID P. WILLIAMSON, DOROTHY BOOTHMAN, a former wife, JACK W. PITTS AND W. R. HAWKINS are the owners and LONG POINT NATIONAL BANK, MAIN BANK OF HOUSTON, PASADENA SAVINGS ASSOCIATION and PARKER BROTHERS' EMPLOYEE RETIREMENT FUND, are the lien holders of ENCHANTED VALLEY, SECTION ONE (1), a subdivision in Harris County, Texas, the map or plat of ENCHANTED VALLEY, SECTION ONE (1) being recorded in Volume 156, Page 101 of the Map Records of Harris County, Texas.

THAT WE, the UNDERSIGNED, as Owners and Lien Holders, do hereby establish the following minimum restrictions and covenants upon the use of the lots and tracts in the hereinabove described subdivision, to wit: ENCHANTED VALLEY, SECTION ONE (1); and hereby declare that all conveyances of said lots and tracts in said subdivision shall be subject to the following minimum restrictions, covenants and conditions, which shall be, and continue and remain in effect until January 1, 1979, at which time said covenants and restriction shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to change the said covenants or restrictions, in whole or in part. Such vote shall be evidenced by written declaration, signed and acknowledged by such owners, and recorded in the Deed Records of Harris County, Texas. It is understood

see

and agreed that these restrictions shall not apply to, or affect in any manner, Commercial Reserve "A" or Reserve "B", as said reserves are indicated on the map or plat of Enchanted Valley, Section One (1), recorded in Volume 156, at page 101 of the Map Records of Harris County, Texas.

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1. No business or professional house, sanitarium, hospital, saloon, place of amusement or entertainment, factory warehouse, duplex apartment house, rooming house, boarding house or place of business of any kind, shall be constructed, built, kept or maintained on the premises located in said subdivision, nor shall a house of said premises be used for any such purpose or purposes, but said premises shall be used for one family residence purposes only. No trailer, tent or other out-building placed or erected in said subdivision shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

It is specifically agreed and understood that the developer, Enchanted Valley, Inc., its successors and assigns, shall be allowed to maintain one temporary building within Enchanted Valley, Section One (1), for use in the orderly development of the subdivision. These restrictions shall not apply to such temporary buildings, and it shall be the only structure permitted as an exception to these restrictions. The developer's building may be set up on any tract, with the owner's permission, may be moved from time to time, and will be removed from the subdivision when, in the developer's opinion, it is no longer required.

2. No residence shall be constructed or located nearer to the side street line than the building setback lines shown on the recorded plat of this subdivision, or closer to the nearest point on either side property line of same than three feet (3') on the garage side, and five feet (5') on the living area side.

These restrictions establishing building lines, apply to galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements where there is a roof or other covering.

The Architectural Control Committee provided for hereinafter may approve minor variations from the foregoing restrictions establishing building lines.

3. Only one residence may be constructed on any lot, or lot and a fractional part of a lot, in this subdivision.

4. No spirituous, vinous or malt liquors or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any premises on said subdivision.

5. No trash, ashes, or other refuse may be thrown on any vacant lot, avenue, boulevard, drive or street in this subdivision.

6. No nuisance or advertising sign, billboard, or other advertising device, shall be placed on or suffered to remain upon any premises in said subdivision, except that the developers may place thereon such advertising signs or devices as they may deem appropriate having to do with the sale of the property. For re-sale a sign so indicating, having an area of not more than five square feet and a height of not more than four feet from the surface of the ground.

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

8. No building material of any kind shall be placed or stored upon any such premises until the owner is ready to commence construction of such improvements, and it is required that upon completion of said improvements all surplus materials shall be promptly removed from said premises.

9. No fence, or wall, of any kind or character, or for any purpose, which is over eight feet (8') in height, except a hedge, shall be erected or permitted on any premises in said subdivision and no fence or wall of any character shall be erected or permitted on any premises therein between the street and the projection of the residence building lines.

10. No drilling, developing, or exploring for oil, gas, sulphur, or other minerals, shall ever be permitted on any lot.

11. No residence shall exceed two (2) stories, nor have a roof pitch of less than 2/12, and shall exclude all types of flat roofs; provided, however, that the Architectural Control Committee provided for hereinafter may approve minor variations from the foregoing restrictions.

12. No residence shall have less than a two car, nor more than a three car garage, and all driveways shall be constructed of concrete to join the concrete streets.

13. No house shall be moved on any lot, except temporary structures may be moved on any lot during the period of construction, but shall be promptly removed upon completion of such construction, and all permanent houses when started shall be promptly completed, and the yards graded to afford drainage away from the structures.

14. No roof composed of composition shingles or gravel shall be permitted to be used on any structure in this subdivision without approval of the hereinafter named Architectural Control Committee.

15. (a) All main residences shall have a minimum of at least 2000 square feet, exclusive of porches, garages, or carports. At least 5% of the exterior walls of all main residence buildings shall be of masonry veneer construction.

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16. No building shall be erected, placed, or altered on any building lot or plot in this subdivision until the building plan, specifications, and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision as to the location of the building with respect to topography and finished ground elevation, by at least two (2) members of the Architectural Control Committee. The Architectural Control Committee will be composed of Victor J. Janak, David P. Williamson, Jack W. Pitts, and Joe E. Turner, or by representatives designated by the members of said committee. In the event that any or all of the parties named hereinabove resigns, any two of the remaining members or members who have been appointed by at least two members of said Architectural Control Committee shall have full authority to approve or disapprove such design and location or to designate a representative of like authority.

In the event that said committee or its designated representatives fail to approve or disapprove such designs or locations within thirty (30) days after said plans and specifications have been submitted to it, or in the event that the person seeking to build cannot locate any member of the committee in Harris County, Texas, after making a bona fide effort to do so and shall file with the County Clerk's office of Harris County, an affidavit attesting to such facts, they may proceed with the construction of said building and this covenant will be deemed complied with. Further, if any building is completed without a suit having been filed to enjoin the construction thereof, it will be presumed that the builder thereof has met all of the requirements of this covenant.

In the event of the death, resignation or incapacity of all of the Committee members, then a majority of the record owners of the lots in this subdivision may designate a new committee to act in the place of the above named committee. Such designation shall be evidenced by written declaration signed and acknowledged by such owners and recorded in the Deed Records of Harris County, Texas.

17. All tracts in the subdivision on which houses are built and sold (and no other tracts) are hereby subjected to an annual maintenance charge at a rate not to exceed Ninety Dollars (\$90.00) per year for the purpose of creating a fund to be known as "MAINTENANCE FUND" to be paid by the owners of lots in said ENCHANTED VALLEY SUBDIVISION, SECTION ONE (1) and other Sections of ENCHANTED VALLEY SUBDIVISION, which said charges shall be payable to ENCHANTED VALLEY RECREATION AND MAINTENANCE COMPANY, INC. on January 1st of each year; said charge to represent payment in advance of the maintenance charge due for calendar year in which it accrues. Provided however, that this charge will not commence until a house is constructed on a lot, and until such time as permanent financing, as distinguished from interim or construction financing, is obtained, on said lot and house, or until such time as said lot and house are sold to a party who represents that he intends to occupy said house; the party purchasing said lot and house will not be required to pay any maintenance charge for the year in which the sale is consummated, provided however, said party will be required at the time said purchase is consummated to pay the annual maintenance charge for the immediately following calendar year.

Further, the party purchasing said lot and house will be required to pay all future maintenance charges as they accrue.

ALL MAINTENANCE CHARGES SHALL BE DUE AND PAYABLE WITHIN THIRTY (30) DAYS OF THE DATE THEY ACCRUE AND A MONTHLY SERVICE CHARGE OF 1-1/2% WILL BE ADDED ON PAST DUE BALANCES.

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To secure the payment of said maintenance charge, a lien in favor of ENCHANTED VALLEY RECREATION AND MAINTENANCE COMPANY, INC., its successors, and assigns is hereby retained against each lot in the subdivision, provided however, said lien is subordinate to any Vendor's Lien retained in favor of the owners named hereinabove, their successors and assigns, and is subordinate and inferior to any construction loan and/or permanent loan; and is subordinate and inferior to any renewal, rearrangement and extension of and/or to any part or parts thereof.

Amended

The annual maintenance charge may be adjusted from year to year by ENCHANTED VALLEY RECREATION AND MAINTENANCE COMPANY, INC. as the needs of the property require, but in no event shall such charge be more than Ninety (\$90.00) Dollars per year.

The MAINTENANCE FUND will be a general fund which may be expended, for the purposes hereinafter enumerated, in any area of ENCHANTED VALLEY SUBDIVISION, SECTION ONE (1), and such other Sections as may be developed. Further, any recreational facilities developed for the benefit of all of the owners of lots in ENCHANTED VALLEY SUBDIVISION, SECTION ONE (1), as well as other Sections that may be developed, and may be subject to said maintenance charge, may be used by all of the owners of homes in said subdivision, regardless of the Section of the subdivision in which the facilities are located. ENCHANTED VALLEY RECREATION AND MAINTENANCE COMPANY, INC. shall apply the total funds composing the MAINTENANCE FUND insofar as the same may be sufficient, toward the payment of the expenses incurred for any and all of the following purposes: building, constructing, purchasing, renting leasing, or in any manner acquiring for the use and benefit of the subdivision; recreational facilities, including but not limited to swimming pools, bath houses, parks, parkways, and other public areas, and the operation and maintenance of the facilities so acquired; purchasing, leasing, renting, or in any manner acquiring the lands, easements, and right-of-ways, easements, esplanades, and other public areas; improving and maintaining the streets; payment of legal and all other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting the property to which the annual maintenance charge applied; payment of all reasonable and necessary expenses in connection with the collection and administration of said maintenance charge; employing policemen, watchmen, lifeguards, and other personnel necessary for the carrying out of the hereinabove described purposes; to execute any contracts or notes necessary for the carrying out of the hereinabove described purposes; for any other purposes necessary or desirable in the opinion of ENCHANTED VALLEY RECREATION AND MAINTENANCE COMPANY, INC. to keep the property neat and in good order or which it considers a general benefit to the owners or occupants of ENCHANTED VALLEY SUBDIVISION, SECTION ONE (1), and such other Sections may be developed; it being understood that the judgment of ENCHANTED VALLEY RECREATION AND MAINTENANCE COMPANY, INC. in expenditures of said funds shall be final and conclusive as long as such judgment is exercised in good faith.

The annual maintenance charge shall remain effective until December 31, 1988, and shall automatically be extended thereafter for successive periods of ten (10) years each, provided however, that the then owners of the majority of the square foot area of all lots in the various Sections of ENCHANTED VALLEY SUBDIVISION

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which said sections are subject to such maintenance charge may revoke such maintenance charge on either December 31, 1988 or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purposes, and filing the same for record in the office of the County Clerk of Harris County, Texas at any time prior to December 31, 19 or any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

18. These covenants shall run with the land, and shall be binding on all persons claiming title, or to claim title, to any parcel or lot in this subdivision. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED AS OF the 26th day of FEBRUARY
A.D., 1969.

ENCHANTED VALLEY, INC..

ATTEST:

David P. Williamson Jr.
Secretary

BY: Victor J. Janak
President

Dorothy Boothman
Dorothy Boothman

Victor J. Janak
Victor J. Janak

Jack W. Pitts
Jack W. Pitts

Orville W. Crowder
Orville W. Crowder

W. R. Hawkins
W. R. Hawkins

David P. Williamson
David P. Williamson

ATTEST:

Mattie Hansen
Mattie Hansen

LONG POINT NATIONAL BANK

BY: Orville W. Crowder

ATTEST:

Maudie Jones
Assistant Secretary

PASADENA SAVINGS AND LOAN ASSOCIATION

BY: Maurice A. Barclay
- Vice President

REC'D - CLERK OF COURTS
MAR 2 1969
103-40-157
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ATTORNEY

MAIN BANK OF HOUSTON

By [Signature]
Att.

By John H. Moor

PARKER BROTHERS EMPLOYEE RETIREMENT FUND

By [Signature]
Charles Thomas Parker, Trustee

By [Signature]
William R. Parker, Jr., Trustee

By [Signature]
B. K. Parker, Jr., Trustee

By C. L. Yaws
C. L. Yaws, Trustee

DEED RECORDS
103-40-1572

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day, personally appeared John H. Moor, ~~President~~ of Main Bank of Houston, a Texas Banking Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 1969.



Mary Lou Stanback
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day, personally appeared Charles Thomas Parker, William R. Parker, Jr., B. K. Parker, Jr. and C. L. Yaws, Trustees, 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 expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 27th day of March, 1969.



Alice J. Boyd
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

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NO. 7569 243

BEFORE ME, the undersigned authority, on this day personally appeared VICTOR J. JANAK, President of Enchanted Valley, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of February, 1969.

Maurice L. Butler
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Orville V. Crowder of Long Point National Bank, a National Banking Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28 day of February, 1969.

Marsha Trenga
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Maurice A. Barclay ~~Vice President~~ of Pasadena Savings Association, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31st day of March, 1969.

Aileen Brown
Notary Public in and for
Harris County, Texas

103-40-1573

THE STATE OF TEXAS
COUNTY OF HARRIS

DEED RECORDED
NO 7569 241

BEFORE ME, the undersigned authority, on this day personally appeared DOROTHY BOOTHMAN, a femme 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 expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of March, 1969.

Maurice S. Nobles
Notary Public in and for
Harris County, Texas

03-10-1574

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JACK W. PITTS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of February, 1969.

Maurice S. Nobles
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared W. R. HAWKINS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of March, 1969.

Maurice S. Nobles
Notary Public in and for
Harris County, Texas

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ORVILLE W. CROWDER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of February, 1969.

Marsha J. ...
Notary Public in and for
Harris County, Texas

103-40-1575

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared VICTOR J. JANAK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of February, 1969.

Maurice L. ...
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID P. WILLIAMSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of February, 1969.

Maurice L. ...
Notary Public in and for
Harris County, Texas