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RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS
OF HAMMERSMITH, SECTION TWO (2), A SUBDIVISION IN
HOUSTON, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

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That LEON CAMPISE and A. CARROLL BROADNAX of Houston, Harris County, Texas, being the owners of the West 43.33 feet of Lots Thirty-three (33) through Thirty-seven (37), inclusive, and all of Lots Thirty-eight (38) through Fifty-one (51), inclusive, in Block Three (3), and Lot One (1) through Fourteen (14), inclusive, in Block Four (4), and Lots One (1), Ten (10), Eleven (11) and Twelve (12) in Block Five (5,) and Lots One (1) through Eleven (11), inclusive, and the West 18.33 feet of Lot Twelve (12) in Block Six (6), all of the aforesaid lots, and portions of lots being in Hammersmith, Section Two (2), a subdivision in the City of Houston, Harris County, Texas according to the map thereof recorded in Volume 122, Page 68 of the Map Records of Harris County, Texas; and G. R. JACKSON, TRUSTEE, of Houston, Harris County, Texas, being the owner of all the numbered lots in the said Hammersmith, Section Two (2), except the above described lots and portions of lots owned by the said Leon Campise and A. Carroll Broadnax; and the said Leon Campise and A. Carroll Broadnax and G. R. Jackson, Trustee, desiring to create and carry out a uniform plan for improvement, development and sale of all numbered lots or parts of numbered lots in Hammersmith, Section Two (2), for the benefit of the present and future owners of said lots, do hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all the numbered lots or parts of numbered lots in Hammersmith, Section Two (2), and each contract and deed which may be hereafter executed with regard to or affecting any of the numbered lots or parts of

numbered lots in Hammersmith, Section Two (2), shall conclusively be held to have been executed, delivered and accepted subject to and on the following reservations, restrictions, covenants and easements, regardless of whether or not said reservations, restrictions, covenants or easements are set out in full or by reference in any such contract or deed; and the following reservations, restrictions, covenants and easements shall run with each and all of the numbered lots or parts of numbered lots in Hammersmith, Section Two (2), and shall be binding upon the present owner or owners thereof and upon his or their respective heirs, successors, assigns, devisees and legal representatives. The headings of the following lettered paragraphs are employed herein for convenience only and shall not be controlling over content.

(a) Building site: The term “building site” as used herein means all or part of a numbered lot in Hammersmith, Section Two (2). A building site may be comprised of more than one such lot, or one or more such lots and a part of one or more other such lots.

(b) Townhouse residential purposes only: No building shall be erected, altered, placed or permitted to remain on any building site, other than a single family residential building and garage or carport. Hammersmith, Section Two (2), shall be developed solely as a townhouse subdivision and all of the provisions of this instrument shall be construed so as to be consistent with that kind of development.

(c) Architectural Control Committee: No improvements shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structure or improvements have been approved by the Architectural Control Committee, including approval as to quality of workmanship and materials required by the plans and specifications, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. The approval or disapproval of the Committee shall be in writing. If the Committee fails to give written approval or disapproval within thirty (30) days after the plans and specifications and a plot plan have been submitted to it, or, In any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, it shall be conclusively presumed that the Committee has approved such plans, specifications and plot plan. The Architectural Control Committee shall be

composed of three (3) members, the initial members hereby appointed being G. R. JACKSON, MARVIN E. LEGGETT and GLENN W. LOGGINS, each of whose address is P.O. Box 3104 Houston, Texas, 77001. A Majority of the Committee may designate a representative to act for it. In the event of death or resignation of any initial or successor member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Architectural Control Committee, the directors of the Hammersmith Community Improvement Association shall have full authority to appoint a new committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed hereunder.

(d) Minimum size of dwelling: Each dwelling shall contain not less than ONE THOUSAND EIGHT HUNDRED (1800) square feet of living area unless the Architectural Control Committee in its discretion approves a dwelling plan containing less than 1800 square feet of living area.

(e) Building lines: All dwellings shall be located on the respective building sites, with the sides of each building being on the side property lines and the front of the building being on the front property line or set back a distance to be specified for the particular building site by the Architectural Control Committee. In no event shall a dwelling be set back more than 15 feet nor shall more than three adjacent buildings in a row have the same set back distance. It is the function of this restriction to stagger the set back of the dwellings to promote the individuality of each dwelling. Without limiting the requirement for overall approval of plans and specifications, eaves, steps and open porches that face a street shall be specifically approved by the Architectural Control Committee. Nothing in these restrictions shall prevent the construction of condominiums or condominium type construction, provided that such construction is approved in writing by the Architectural Control Committee before plans and specifications are submitted to the City of Houston for a building permit. Party walls and joint walls are not prohibited under these restrictions, however, all party walls or joint walls shall be covered by specific party wall or joint wall agreements executed by abutting building site owners. In the event individual walls are installed (as opposed to common, joint or party walls), the

joint between the two walls must be water proofed to prevent any moisture from getting between the two buildings, and the responsibility for the installation of this cap or water proofing shall be the responsibility of the latest or the last unit built adjoining such wall. The maintenance of such cap or water proofing shall be the joint responsibility of the abutting site owners. All adjoining Type V Buildings of one hour construction or more, as classified in the City of Houston Building Code, shall have an adjoining 4” masonry wall matching the first wall installed and isolating the buildings with an 8” masonry separation extending 3’00” beyond the exterior wall and parallel to the property line.

(f) Living area of dwellings – patios: Not more than 75% of any building site may be covered by living area. For the purpose of this (sic) restrictions, eaves, steps and open porches and garages or carports shall not be considered as part of the building. Each dwelling must contain an enclosed open area (patio or atrium) of not less than 150 square feet. Each dwelling shall consist of not less than two (2) levels of living area

(g) Utility easements: Attached hereto as Exhibit I and made a part hereof for all purposes fully as though the same were copied herein verbatim are pages 1 and 2 with plat attached thereto and identified therein as Exhibit “A” [**This was incorrectly noted on the original. It should have been ‘Exhibit “I”, see HL&P exhibit**], of that certain instrument, presently unrecorded, by and between G.R. Jackson, Trustee (Developer) and Houston Lighting and Power Company (Company) and entitled “AGREEMENT FOR UNDERGROUND EXTENSION OF SINGLE PHASE 120/240 ELECTRIC SERVICE TO HAMMERSMITH, PORTIONS OF SECTIONS 1 AND 2”. Attached hereto as Exhibit II and made a part hereof for all purposes as fully as though the same were copied herein verbatim a copy of certain easement instrument presently unrecorded, by and between G.R. Jackson, Trustee and Houston Lighting and Power Company. There is hereby dedicated and reserved easements for the installation, repair, maintenance and replacement of electric, telephone and gas utilities servicing Section Two of Hammersmith as provided for in said Exhibit I and II attached hereto, insofar as said Exhibits relate to Hammersmith, Section Two.

(h) Nuisances prohibited: No noxious or offensive activity shall be permitted upon any building site or within the subdivision, nor shall anything be done

thereon or therein which may be or becomes an annoyance or nuisance to the neighborhood.

(i) Temporary structures prohibited: No structures of a temporary character, including a trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any building site at any time as a residence, either temporarily or permanently.

(j) Signs: No sign of any kind shall be displayed to the public view on any building site, except such signs as have been approved by the Architectural Control Committee.

(k) No mining operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any building site, nor shall any walls, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under any building site. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

(l) Livestock and pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept or maintained for any commercial purposes.

(m) Garbage disposal: No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary metal or masonry bins with self closing tops which shall have been approved by the Architectural Control Committee. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash shall be kept in the garage area and at least one cubic yard of garbage and trash storage of the type above specified shall be provided for each dwelling.

(n) Garages or carports: Each dwelling shall provide covered parking for at least two cars. All covered parking must open on and enter from a rear alley. No doors opening on the alley shall be constructed nearer than four (4) feet from the alley.

(o) No window air conditioners: No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any dwelling.

(p) Kitchen garbage disposals: The kitchen in each dwelling shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(q) Landscaping: No landscaping shall be done on the front of any building site until the landscaping plans shall have first been approved by the Architectural Control Committee. The ten foot area between the curb and the front building site line shall be improved by each individual building site owner with a material and shrubs specifically approved by the Architectural Control Committee. It is the intention of this covenant to limit this ten foot parkway area to flagstone, cobblestone, brick or exposed aggregate concrete or quarry tile walk, four (4) feet in width and two (2) feet from the front property line, each walk meeting the level of the adjoining walks and with a slope towards the curb. Each dwelling shall have a tree of the size and type specified by the Architectural Control Committee, to be installed by building site owner in the sidewalk area at the time the building is erected.

(r) Exterior of dwellings: The exterior wall material of all dwellings shall be of masonry or masonry veneer, or stucco, provided that carports are not required to be constructed of masonry or masonry veneer. The exterior of each dwelling, including lawns, walls, and shrubbery, shall at all times be kept and maintained in good condition. If, in the opinion of the Architectural Control Committee, the exterior of any dwelling is in need of repair or maintenance, the Architectural Control Committee shall notify the owner in writing of the need of such repair or maintenance, and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Architectural Control Committee may proceed to have such repairs or maintenance work done for the account of and payment by the owner, and the owner shall pay upon demand the Architectural Control Committee's cost, together with interest at the rate of 6% per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection.

(s) Period of restrictions: These covenants, reservations, restrictions and easements shall run with the land and shall be binding on all parties and all persons for a period of twenty-five (25) years from the date this instrument is first recorded, after which time said covenants, reservations, restrictions and easements shall be automatically

extended for successive periods of ten (10) years unless prior to the termination of the twenty-five or any ten year period an instrument executed and acknowledged by a majority of the then owners of the building sites has been recorded in the Deed of Records of Harris County, Texas, agreeing to change, amend or cancel said covenants, reservations, restrictions and easements, in whole or in part.

(t) Enforceability: Enforcement of any provision hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, reservations, restriction or easement herein contained, either to restrain violation or to recover damages.

(u) Partial invalidity: Invalidation of any one or more of the provisions hereof by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

(v) Rights of mortgagees: Violation of any of the restrictions, reservations, covenants or easements contained or established herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust in effect against any building site or building site and improvements at the time of any such violation.

(w) Annual Maintenance Charge: Each building site shall be subject to an annual maintenance charge at a rate not to exceed \$10.00 per lot per month, or \$120.00 per lot per year, for the purpose of creating a fund to be known as "Maintenance Fund", which said charge shall be payable by each building site owner payable to Hammersmith Community Improvement Association in advance in quarterly installments each year, commencing January 1, 1967. To secure payment of such maintenance charge, a vendor's lien shall be retained against the building sites, premises and improvements therein in favor of Hammersmith Community Improvement Association, its successors and assigns, and each deed conveying a building site shall contain appropriate recitations imposing the Maintenance Charge and creating the vendor's lien. Such vendor's lien shall be subordinate and inferior to any valid deed of trust lien on any building site, premises and improvements thereon, but in the event of foreclosure of any such valid deed of trust lien such vendor's lien shall apply to secure the payment of maintenance charges accruing on such building site, premises and improvements thereon after such

foreclosure, but any such maintenance charges accrued prior to such foreclosure shall be extinguished by such foreclosure. Such Maintenance Charges may be adjusted from year to year by Hammersmith Community Improvement Association as the needs of the property or property owners may in its judgment require, but in no event shall such charge be raised above \$10.00 per lot per month, or \$120.00 per lot per year. The aforesaid owners of all the numbered lots in Hammersmith Section Two (2), and their respective heirs, administrators, successors and assigns, agree to pay their proper proportion of said fund for the unsold land fully developed as saleable building sites owned by them, respectively, in said Hammersmith. Hammersmith Community Improvement Association shall apply the total fund arising from such charge, so far as the same may be sufficient, toward the payment of expenses incurred for any or all of the following purposes: Constructing and maintaining parks, swimming pools, parkways, rights of way, easements, esplanades, and other public areas, providing security protection, collecting and disposing of garbage, ashes, rubbish and the like; payment of legal and all other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the Maintenance Charge applies; payment of all reasonable and necessary expenses in connection with collection and administration of the Maintenance Charge; employing policemen and watchmen; caring for vacant lots; enforcing the action of the Architectural Control Committee, and doing any other thing necessary or desirable, in the opinion of the Hammersmith Community Improvement Association, to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the property, it being understood that the judgment of Hammersmith Community Improvement Association in the expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith. Such Maintenance Charge shall in any event remain effective until December 31, 2012, and shall automatically be extended thereafter for successive periods of ten (10) years each, provided, however, that the owners of the majority of the building sites in Hammersmith subject to the Maintenance Charge may revoke the Maintenance Charge on either December 31, 2012, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate written agreement, or agreements, for such purpose and filing the same for

record in the Office of the County Clerk of Harris County, Texas, at any time prior to December 31, 2012, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

Executed this 8th day of June, 1966.

