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THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

That EMBE DEVELOPMENT COMPANY, a Texas corporation, owner of the lands and premises hereinafter described, for the purpose of evidencing and setting forth a substantially uniform plan of development which it has adopted for such lands and premises, does hereby covenant and provide that Embe Development Company, Owner, as well as its successors and assigns, and all parties holding title by, through, and under it, shall hereinafter have and hold title to the following described lands and premises, to-wit:

The lands, blocks and lots in FRONTIER EAST, Section One (1), a subdivision of part of the Thomas Meaux Survey situated, lying and being within the limits of the City of Pasadena, Harris County, Texas, in accordance with the map or plat of said subdivision approved by the Commissioners of the City of Pasadena and filed for record in the Office of the County Clerk of Harris County, Texas, on the 14th day of July, 1952, under File No. 1019300 reference being here made to the map records of said county for all purposes of description, said lands and premises being described more particularly as follows, to-wit:

Lots One (1) through Thirteen (13) in Block One (1):

Lots One (1) through Fourteen (14) in Block Two (2):

Lots One (1) through Seventeen (17) in Block Three (3):

Lots One (1) through Twenty-five (25) in Block Four (4):

Lots One (1) through Twenty-eight (28) in Block Five (5):

Lots One (1) through Twenty-nine (29) in Block Six (6):

Lots One (1) through Twenty-nine (29) in Block Seven (7):

Lots One (1) through Twenty (20) in Block Eight (8):

subject to the following restrictions, reservations, and covenants running with the land, which Embe Development Company, Owner, agrees shall be binding upon, and shall be observed by itself, its successors and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of the said subdivided and platted land above described.

PART A - RESIDENTIAL COVENANTS

1. No platted lot shall be used except for residential purposes, and no building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed one (1) story in height and a private garage for not more than two (2) cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building setback line unless similarly approved.

3. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred (800) square feet.

4. No building shall be located on any lots nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot line nor more than thirty-five (35) feet from the front lot line nor shall the front line of any building be located more than five (5) feet to the rear of the minimum building setback line as shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line nor nearer than five (5) feet to an interior lot line except that a three (3) foot side yard shall be required for a garage or other permitted accessory building located seventy (70) feet or more from the front property line. No single family residence shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

5. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot having a width of less than fifty-five (55) feet at the minimum building setback line except the following lots:

   Lots 16, 18, 20, 22, 24, 26 and 28 in block six (6), which shall have a width of not less than fifty (50) feet.

   Lots 4, 6, 8, 10, 12, and 14 in block seven (7), which shall have a width of not less than fifty (50) feet.

6. No lots shall be resubdivided into nor shall any dwelling be erected or placed on any lot having an area of less than six thousand two hundred (6200) square feet, except the following lots:

   Lots 16, 18, 20, 22, 24 and 26 in block six (6)

   Lots 2, 4, 6, 8, 10, 12 and 14 in block seven (7) which shall have an area of not less than five thousand seven hundred (5700) square feet.

7. Easements for installation and maintenance of utilities and drainage facilities, together with easement for installation and maintenance of Shell Oil Company Pipe Line and Warren Petroleum Company Pipe Line are reserved as shown on the recorded plat.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales.

11. 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, mineral excavations or shafts be permitted upon or in any lot, except that nothing herewith shall abrogate the right of any oil companies to service and maintain pipe lines existing on present easements located to the rear of block eight (8). No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines. No fence of any kind, be it wire, chain link, wood, stone, or otherwise shall be erected, placed or altered on any lot nearer to the street property lines than the front corners

of the one detached single-family dwelling located on the lot.

PART B - GENERAL PROVISIONS

1. The architectural control committee is composed of M. I. Bernheimer, H. E. Lampin, and Leon Roos, Jr., all of Houston, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

2. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

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[illegible] of any one of [illegible], or other court order shall [illegible] otherwise affect in any [illegible] provisions which shall remain in full force and effect.

IN TESTIMONY OF WHICH THE undersigned, EMBE DEVELOPMENT COMPANY, a Texas corporation, owner of the above described land, has caused these presents to be executed at Houston, Texas, by its proper officers thereunto duly authorized, this 24th day of June, A.D. 1952.

EMBE DEVELOPMENT COMPANY

BY: M. Louis Bernheimer
President

ATTEST:

B A Bernheimer
Secretary

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared M. Louis Bernheimer, President of the Embe Development Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes 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 24th day of June A. D. 1952.

[illegible]
Notary Public, Harris County, Texas

Filed for Record July 15, 1952, at 1:35 o'clock P M.

Recorded July 29, 1952, at 10:08 o'clock A M.

W. D. MILLER, Clerk County Court, Harris County, Texas

By Betty Truett Deputy