

RESTRICTIONS

WESTRIDGE SUBDIVISION

Houston, Texas

Recorded Vol. 1978, Page 323
Deed Records of Harris County, Texas

WHEREAS, T. H. STANCLIFF, is the sole owner of the lots and properties situated in WESTRIDGE, an addition to the City of Houston, Harris County, Texas, as per plat of said addition, filed for record in the office of the County Clerk of Harris County, Texas under file No. 661-641 in the map records of Harris County, Texas; and which subdivision consists of Lots One (1) thru Twelve (12) inclusive in Block One (1); Lots One (1) thru Thirty One (31), inclusive, in Block Two (2) Lots One (1) thru Thirty Two (32), inclusive, in Block Three (3) Lots One (1) thru Thirty-Two, (32), inclusive in Block Four (4), Lots One (1) thru Twenty-Five, inclusive, in Block Five (5), Lots One (1), thru Nineteen (19) inclusive in Block Six (6), Lots One (1) thru Seventeen (17), inclusive in Block Seven (7), Lots One (1) thru Sixteen (16), inclusive in Block Eight (8), Lots One (1) thru Thirteen (13), inclusive in Block Nine (9) and Lots One (1) thru Three (3) inclusive in Block Ten (10).

WHEREAS, the lots so owned by the undersigned are about to be placed on the market for sale and it is desired that a uniform plan of restrictions be adopted and placed of record with respect to said lots;

NOW THEREFORE, T. H. STANCLIFF does hereby declare that from henceforth the following restrictions shall apply with respect to said lots in said addition and said lots shall from henceforth be subject to said restrictions as more fully set out, to-wit:

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

(2) 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 addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them for so doing, or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order, shall in no way affect any of the other provisions shall remain in full force and effect.

(3) All lots in this addition shall be known and described as residential lots and no part of said lots shall be used for any type of business or stores. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. This covenant, however, shall not prevent the erection of quarters for bona tide servants domiciled with a tenant or owner.

(4) No residential structure shall be erected or placed on any building plot which has a width of less than sixty (60) feet along the front line and an area of less than 7000 square feet.

(5) All residences constructed on residential building plats shall be constructed of at least twenty per cent brick, brick veneer, stone, stone veneer, concrete or other masonry type of construction.

(6) No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall anyone owning property in this addition keep any livestock or fowl of any kind thereon.

(7) No trailer, basement, tent, shack or garage, barn or any other building erected in this said tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto a building plat in this addition.

(8) The ground floor area of the main structure, exclusive of porches, garages, and/or servants quarters, shall contain not less than 850 square feet for a dwelling of more than one story.

(9) No building shall be located nearer the front line or nearer to the side street line than the building set back lines as shown on the recorded plat. No building shall be located nearer than five (5) feet to any inside lot line except *that* the side line restriction shall not apply to a detached garage or other out building located on the rear one-quarter of the lot. Detached garages shall be located at least three (3) feet from the side line.

(10) Easements affecting all lots in this tract are reserved as shown on the recorded plat for installation and maintenance of utilities and drainage facilities, and in addition to the easements designated on said plat there is hereby designated and dedicated for the use of all public utilities companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easements as dedicated on said plat.

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

(12) 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(13) 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.

(14) Grass and weeds are to be kept down on all vacant lots to prevent an unsightly appearance. This is an obligation of the owner and it is to be done at his expense.

(15) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 connection them at points 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 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum building set back line.

EXECUTED this 15th day of September A.D. 1949.

By T. H. STANCLIF

AMENDMENTS TO RESTRICTIONS

RECORDED VOL. 1989 Page 68

DEED Records of Harris County, Texas

WHEREAS, T. H. Stancliff is the owner of all of the lots and properties situated in Westridge, an Addition to the City of Houston, Harris County, Texas, according to the plat of said subdivision duly filed for record in the office of the County Clerk of Harris County, Texas under File No. 661-641 to which instrument and the record thereof reference is here made for all purposes; and

WHEREAS, ail of the lots in said subdivision were subject to certain restrictions as will fully appear by reference to written instrument dated September 15, 1949, duly recorded in Volume 1978, Page 323, Deed Records of Harris~ County, Texas, such instrument having been duly executed by the aforesaid T. H. Stancliff, and it is now desired by said T. H. Stancliff to amend Section 8 of said restrictions as hereinafter provided.

HOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, T. H. Stancliff, of Harris County, Texas, the Owner of all of the lots and properties situated in Westridge, an Addition of the City of Houston, Harris County, Texas, for and in consideration of the premises do hereby amend Section 7 of said original restrictions as follows;

"No trailer, basement, tent, shack or garage, barn or any other out-building erected in this tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved on to a building plat in the addition."

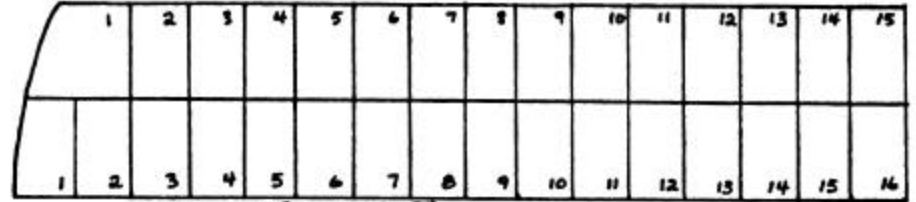
EXECUTED this 5th day of October, A.D. 1949

T. H. STANCLIF

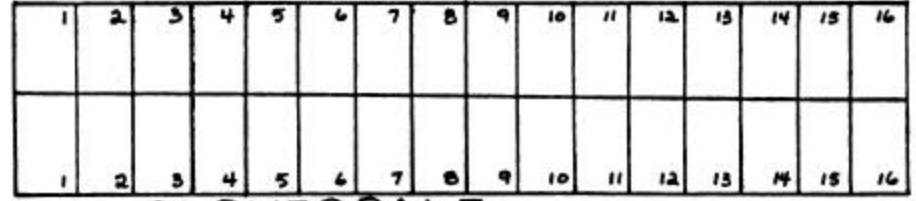
TIMBERSIDE

BUFFALO SPEEDWAY

DURHILL



ELMRIDGE



CLOVERDALE



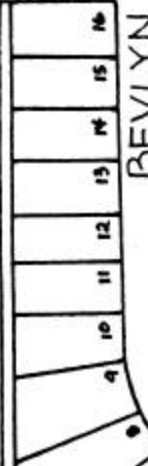
WESTRIDGE



ROCHDALE



BEVLYN



MARIPOSA



CHATFIELD

