

THE STATE OF TEXAS
COUNTY OF HARRIS

1391445

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CHIMNEY ROCK CO. is the owner of a tract of land which has been subdivided and platted as WESTBURY, SECTION NO. 2, a plat of which said subdivision has been filed for record under File No. 1387702, Plat Records of Harris County, Texas; and

WHEREAS, it is deemed to be to the best interests of the above described owner and of the persons who may purchase lots described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision.

NOW, THEREFORE, we, CHIMNEY ROCK CO., being the owner of all of said lots, acting herein by and through its officers duly authorized so to act by its Board of Directors, do hereby ADOPT the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land (save and except the tracts described in Paragraph (v) below) and shall be binding on Chimney Rock Co., Owner, and all persons acquiring title under it until March 1, 1980, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until by duly recorded instrument signed by a majority of the property owners in said addition, it is agreed to change said covenants, conditions and restrictions in whole or in part.

If Chimney Rock Co., Owner, or any of its successors 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 of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any 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.

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

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

(b) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of IRA BERNES, GERALDINE DURMAN and I. MARK WESTHEIMER, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty days after said plans and specifications

have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representative, shall cease on and after ten years from date. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other out building located 70 feet or more from the front lot line, shall be located nearer than 7 feet to any side lot line where the lot fronts on Bellfort Avenue, Willow Bend Boulevard, or Chimney Rock Road, nor located nearer than 5 feet to any side lot line where the lot fronts on any other street in said subdivision. No residence or attached appurtenance shall be erected on any lot farther than 55 feet from the front lot line. No residence shall be constructed and completed unless contemporaneously therewith there is built across the entire front width of the lot a sidewalk 4 feet in width and separated from the street curb by a planting area 6 feet in width, said sidewalk to be constructed of 2500 pound per square inch compression strength concrete 4 inches thick, the edge of the sidewalk nearer the street curb to be 1-1/2 inches higher than the street curb and the edge of the sidewalk farthest from the curb on the street to be 2-1/2 inches higher than the street curb. The Committee constituted under the terms of Paragraph (b) hereof may require the owner of any vacant lot to build, install and complete sidewalks on such vacant lot pursuant to the above and each such owner shall be required so to do immediately upon receipt of notice in writing from such Committee.

(d) No residential structure shall be erected or placed on any building plot which plot has an area of less than 7,000 square feet or a width of less than 60 feet at the front building setback line.

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

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No residential structure shall be placed on any of the hereinafter enumerated lots unless, if the building is a one-story structure, its living area has a minimum of 1,400 square feet of floor area exclusive of porches and garage:

Lots 1 through 16, Block 22
Lots 1 through 13, Block 23
Lots 1 through 10, and Lot 12, Block 24
All lots in Block 25
Lots 1 through 7 and 22 through 31, Block 26

FROM THE LAW OFFICE OF
HINCH AND WESTHEIMER
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- Lots 1 through 11, Block 27
- Lots 1 through 11, Block 30
- All lots in Block 34
- Lots 1 through 17, Block 35
- All lots in Block 36
- Lots 1 through 5, Block 37
- Lots 13 through 23, Block 42
- Lots 13 through 25, Block 47

No residential structure shall be placed on any of the balance of the lots in said subdivision (that is, the balance save those specifically enumerated above) unless, if the building is a one-story structure, its living area has a minimum of 1,250 square feet of floor area exclusive of porches and garage.

No residential structure shall be placed on any lot unless, if the building is a one and one-half or two story structure, its ground floor living area has a minimum of 1,000 square feet exclusive of porches and garage.

No residential structure shall be placed on any lot unless not less than fifty-one (51%) per cent of the area of the exterior of such building (exclusive of roof, window and door openings) shall be finished with brick, masonry, Austin stone or comparable material.

(h) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(i) Outside toilets are strictly prohibited.

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

(k) Bridges constructed over property line ditches shall be of concrete pipe and of a size not less than 1. inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than 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 period.

(m) 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.

(n) 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.

(o) 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 connecting 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 a street property line with the edge of a driveway or alley. No tree shall be permitted to

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remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(p) Down spouts and other disposal of rain and surface waters shall never be connected into sanitary sewer lines.

(q) No residence shall be constructed and completed on any lot unless contemporaneously therewith, and at least prior to the time the same is occupied, two 2 inch Elm or Ash trees be planted in front of the lot, midway between the sidewalk and the curb, said two trees at least 25 feet apart, and neither closer than 12 feet to a side lot line.

(r) No residence shall be constructed and completed unless contemporaneously therewith the area from the curb to the sidewalk and from the sidewalk to the property line is sprigged with St. Augustine grass.

(s) No residence shall be constructed and completed on the lots enumerated below unless contemporaneously therewith a chain link or red wood fence at least 6 feet high be erected on the rear or back property line or lines thereof:

Lots 1 through 10, Block 24
All lots in Block 25
All lots in Block 34
All lots in Block 36
Lots 11 through 22, Block 37
Lots 1 through 4 and Lot 14, Block 43

(t) No residence shall be constructed and completed on the lot enumerated below unless, contemporaneously therewith, a chain link or red wood fence at least 6 feet high be erected on the North side property line thereof:

Lot 11, Block 24

(u) No residence shall be constructed and completed on the lots enumerated below unless, contemporaneously therewith, a chain link or red wood fence at least 6 feet high be erected on the West side property line thereof:

Lot 1, Block 36
Lot 1, Block 37
Lot 10, Block 37
Lot 5, Block 43
Lot 13, Block 43

(v) The plat of WESTBURY, SECTION NO. 2, referred to in the opening paragraph hereof, reflects a tract of land located at the Northeast corner of the intersection of Chimney Rock Road with Bellfort Avenue, identified on such plat as "RESERVE 'C' UNRESTRICTED". It is specifically understood and agreed that said land so identified as "RESERVE 'C' UNRESTRICTED" is EXCLUDED from the land covered by these restrictions and that the restrictions hereinabove stated and enumerated in no event and under no circumstances shall cover, attach or apply to said tract of land, the same being specifically excluded from the effect of these covenants, conditions and restrictions.

(w) Notwithstanding anything in the foregoing to the contrary, it is herewith provided that Block 21 may be used for church purposes (including the use and erection of all facilities and appurtenances customarily incident thereto), and in that event, the following restrictions shall apply to said Block 21:

- 1- No building shall be constructed upon any part of said Block closer than 35 feet to an exterior line of said Block.
- 2- No building or other structure erected on said Block, except the church proper, shall be more than 2 stories in height; and
- 3- No building or other structure shall be erected on said Block where the vertical height, measured at any point of any part of the same (save and except steeples and church towers), shall exceed one and one-half (1-1/2) times the horizontal distance from said point to the closest exterior line of the Block.

In the event said Block 21 is used for church purposes as above permitted and defined, then for so long as the same is so used, the preceding restrictions (Subdivisions (a) through (u)) shall not apply thereto, and this Subdivision (v) exclusively shall govern the use thereof; provided that each and all of the foregoing restrictions shall govern, attach and apply as to all or any part of said Block 21 which may be used for any other purpose; it being intended that said Block 21, if not so used for church purposes as hereinabove permitted and defined, as to all other uses of all or any part thereof shall be subject to the covenants, conditions and restrictions hereinabove contained.

EXECUTED this 1st day of March, 1955.



ATTEST: _____
Secretary

CHIMNEY ROCK CO.
By Ira Berke
President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared IRA BERKE, President of CHIMNEY ROCK CO., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said CHIMNEY ROCK CO., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of March, 1955.

W. D. Miller
Notary Public, Harris County, Texas
(CITY HALL)

Filed for Record March 7, 1955 at 1:40 o'clock P.M.
Recorded April 27, 1955 at 4:26 o'clock P.M.
W. D. MILLER, Clerk County Court, Harris County, Texas
By Arthur Miller Deputy