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1730856

THE STATE OF TEXAS    |  
                          |  
COUNTY OF HARRIS    |

WHEREAS, THE GEM REALTY CO., INC. and ELDRE CO., hereinafter referred to and identified as "Owners", are the owners of various tracts of land, said tracts of land comprising all of the land which has been subdivided as "A REPLAT OF BLOCKS 49, 56, 57, 188, 189, 190 AND A PARTIAL REPLAT OF BLOCK 187 OF SECTION 5, WESTBURY", which said replat has been filed for record under File No. 1730856, Plat Records of Harris County, Texas; and

WHEREAS, it is deemed to be to the best interests of the above described Owners and of the persons who may purchase lots described in and covered by the above mentioned replat 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, OWNERS, do hereby adopt the following covenants and RESTRICTIONS, which shall be taken and deemed as covenants to run with the land and shall be binding on Owners and all persons acquiring title under it until April 1, 1982, 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 Owners, or any of their respective 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 one story 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 BERNE, GERALDINE DUNMAN 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 committees, 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

WITNESSED BY THE SIGNATURE OF  
IRMA BERNE AND I. MARK WESTHEIMER  
1972 - 1973

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from date. Thereafter, the approval described in this covenant shall not be required unless, prior to such 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, structure, fence or obstruction of any kind 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, structure, fence or obstruction of any kind 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 outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line of any lot in said subdivision. No main residential building shall be located nearer than 25 feet to the rear lot line, to the end and with the purpose that the minimum distance from main building to rear lot line shall be 25 feet. The sum of the side yards for all dwellings located on Lots 36 to 42, both inclusive, in Block 49, shall be not less than ten (10) feet; and the sum of the side yards for all dwellings located on any other lots in said subdivision shall be not less than fifteen (15) feet. 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 lots covered hereby unless its living area has a minimum of 2,000 square feet of floor area, exclusive of porches and garages.

No residential structure shall be placed on any lot unless not less than 70% 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 18 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, no one of which shall exceed such maximum area of 5 square feet, 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 plantings which obstruct sightlines 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. Where the edge of a driveway is located within 10 feet of the common side lot line between two lots, no fence, wall, hedge or shrub plantings which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted on either of such two adjoining lots within the triangular areas on each of said lots formed by the said common side lot line, the street line of each said lot and a line on each of said lots connecting them at points 25 feet from the intersection of the street lines with said side lot line. No tree shall be permitted to remain within any of the aforementioned triangular areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. In the event of any conflict between the provisions of this subparagraph (o) with the provisions of subparagraph (c) above, it is expressly provided that subparagraph (c) shall control.

(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 7 inch Elm or Ash trees be planted in front of the lot, midway between the sidewalk and the curb, said two trees to be 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.

EXECUTED this 11th day of March, 1957.

ATTEST:  
*W. J. Farrell*  
Secretary

THE GEM HEALTH CO., INC.  
BY *Wayne Deper*  
President

ATTEST:  
*Richard J. ...*  
Secretary

TRISTE CO.  
By *...*  
Vice-President

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THE STATE OF TEXAS |  
|  
COUNTY OF HARRIS |



BEFORE ME, the undersigned authority, on this day personally appeared Walter C. Dillen, President of THE GEM REALTY CO., INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said THE GEM REALTY CO., INC., 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 28 day of March, 1957.

Patsie A. Ransom  
Notary Public in and for Harris  
County, Texas  
(Patsie A. Ransom)

THE STATE OF TEXAS |  
|  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared JULIAN T. KEITH, Vice-President of ELKE CO., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said ELKE 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 \_\_\_\_\_ day of \_\_\_\_\_, 1957.

[Signature]  
Notary Public in and for Harris  
County, Texas

Filed for Record April 3, 1957 at 8:20 o'clock A.M.

Recorded May 13, 1957 at 8:24 o'clock A.M.

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

By [Signature] Deputy