

WESLAYAN PLAZA - SECTION ONE

R E S T R I C T I O N S:

DATED: Oct. 10, 1950.

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FROM: Weslayan Plaza Co., et al

FILED: Oct. 11, 1950 at 3:40 P.M.

#801033

TO: - - - -

THE STATE OF TEXAS {
COUNTY OF HARRIS {

KNOW ALL MEN BY THESE PRESENTS: That Weslayan Plaza Company, a corporation, duly organized and existing under the laws of the State of Texas, pursuant to a resolution of its Board of Directors, and being the owner of that certain addition in the City of Houston, Harris County, Texas, known as Weslayan Plaza, Section One, a subdivision of 18.6 acres of land, according to plat thereof duly recorded in the office of the County Clerk of Harris County, Texas, for purpose of creating and carrying out uniform plan for the improvement and sale of lots in said addition as a first class restricted district, does hereby establish the following restrictions upon the use of said property, and such restrictions shall be referred to, adopted and made a part of each and every contract and deed executed by or on behalf of said Weslayan Plaza Company, conveying said property or any part thereof by appropriate reference to these restrictions, making the same a part of such conveyance to all intents and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot in said addition except as otherwise hereinafter noted for the benefit of each and every lot and shall constitute covenants running with the land, and shall inure to the benefit of Weslayan Plaza Company, its successors and assigns, and to each and every purchaser of land in said addition and their heirs and assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

1. All lots in the tract shall be known and described as residential lots. No structures 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.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plat 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 R. E. Baldwin, Donald McGregor and John V. Wheat, 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 such 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 such committee, or its designated representative, fails to approve or disapprove such design and location within ten (10) 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 powers and duties of the committee named and referred to in this Article 2, and of its designated representative, shall cease on and after January 1, 1955; 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.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. In any event, no building shall be placed on any residential building plot nearer than 25 feet to the front line or nearer than ten (10) feet from any side street line, except that no building shall be placed nearer than fifteen (15) feet from the side street line of Weslayan Road. No building except a detached garage located 75 feet or more from the front lot line shall be located nearer than five feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6500 square feet, or a width of less than 60 feet at the front building set-back line, except that a dwelling may be erected or placed on Lot 2 and Lot 3, Block 5, as shown on the recorded plat.

5. No residential structure shall be erected or placed on any building plot, the total floor area of which contains less than one-thousand (1000) square feet, exclusive of one-story open porches and garages.

6. 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 to the neighborhood provided that no use authorized in these restrictions shall ever be considered noxious, offensive or an annoyance.

7. No outbuilding of any character other than a garage shall be erected or used on any residential lot in this subdivision.

8. No swine, livestock or fowls shall be raised or kept anywhere in the subdivision.

9. No sign of any kind shall be displayed to the public view on any lot except one's 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.

10. 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.

11. 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.

12. No fence, wall, hedge or shrub plantings which obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to be or remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corners from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No

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

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1976, at which time the said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the said covenants in whole or in part.

14. 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 real property situated in said development or sub-division to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

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

16. Easements affecting all property in the subdivision are reserved as shown on the recorded plat for utility installation and maintenance.

John D. Locke and wife, Katherine K. Locke, and David R. Caldwell and wife, Esther M. Caldwell, being the owner and holder of indebtednesses secured by liens against Weslayan Plaza, join in the execution hereof, for the purpose of evidencing their agreement to the imposition of the foregoing restrictions in the nature of covenants against such property but for no other purpose and their joinder herein shall not constitute a waiver of lien or liens held by them, or either of them.

WITNESS our hands this 10th day of October, 1950.

Weslayan Plaza Company,
By R. E. Baldwin, President

Attest: Donald McGregor, Secretary. (SEAL)

John D. Locke,
Katherine K. Locke.

David R. Caldwell and Esther M. Caldwell,
By Russell Scott, Agent & Attorney in Fact.

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared R. E. Baldwin, 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 Weslayan Plaza Company, 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 11th day of October, 1950.

(SEAL)

Ruth Richardson, Notary Public,
Harris County, Texas

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared John D. Locke and Katherine K. Locke, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Katherine K. Locke, wife of the said John D. Locke, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Katherine K. Locke, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 10th day of October, 1950.

(SEAL)

S. B. Clark, Notary Public,
Harris County, Texas.

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared Russell Scott, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said David R. Caldwell and Esther M. Caldwell for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 10th day of October, 1950.

(SEAL)

Pauline Forrest, Notary Public,
Harris County, Texas.