

#378039

RESTRICTIONS

DATED: April 30th, 1951.
FILED: May 8th, 1951.
AT 2:20 o'clock P.M.

FROM WESLAYAN PLAZA COMPANY

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 with H. R. LeMay of that certain addition in the City of Houston, Harris County, Texas, known as Weslayan Plaza, Section Two, a subdivision of 13.41 acres of land, according to plat thereof duly recorded in the office of the County Clerk of Harris County, Texas, and J. R. LaMay, 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, do 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 or H. R. LeMay, 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

CONT'D. #2

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 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 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 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, including the side street line of Wesleyan Road. No building except a detached garage located 75 feet or more from the front lot line

CONT'D. #3

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 6000 square feet, or a width of less than 60 feet at the front building set-back line.

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 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 refinining, 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.

CONT'D. #4

12. No fence, wall, hedge or shrub planting 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 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 alloy 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 subdivision 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.

17. H. R. Lemay, being the owner of certain of the lots platted into and as a part of said Wesleyan Plaza, Section Two, joins herein for the purpose of imposing upon said lots the above restrictions, as fully as though said lots were acquired by him, the said H. R. Lemay, subsequent to the placing of the hereinabove restrictions thereon by the subdivider.