

THE STATE OF TEXAS
COUNTY OF HARRIS

1514967

WHEREAS, HILLCROFT INVESTMENT CO., AIDED CO., HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 49, and IRA BERNE, acting herein by and through his Agent and Attorney in Fact, I. Mark Westheimer, 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 and platted as WESTBURY, SUBDIVISION NO. 3, a plat of which said subdivision has been filed for record under file No. 1483272, 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 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 (save and except and excluding herefrom the property described in Paragraph (e) below).

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 (save and except the tracts described in Paragraph (e) below) and shall be binding on Owners and all persons acquiring title under it until September 8, 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 Owners, or any of their respective heirs, executors, administrators, 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 BERNE, GERALDINE DUBMAN 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 representative, 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

THIS IS THE LAST OFFERING
BY IRICH AND WESTHEIMER
1983-0 (SEE ATTACHED FILE)
REVISED 11, 1979

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: AUG 27 1998
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Sally S. Zuniga
SALLY S. ZUNIGA

Deputy

DEED RECORDS
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not be required. All this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, 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 terminate on and after ten years from date. Hereafter, the approval described in this covenant shall not be required unless, prior to such date and effective thereof, 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 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, Hillcroft Avenue 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 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; and the sum of the side yards for dwellings two stories in height shall be not less than 12 feet. No residence or attached apartments 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 out-building 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 1,600 square feet of floor area, exclusive of porches and garages:

Lots 00 through 08, inclusive, Block 5
Lots 12 through 20, inclusive, Block 50
Lots 7 through 13, inclusive, Block 51
Lots 6 through 10, inclusive, Block 52
Lots 9 through 14, inclusive, Block 54
Lots 1 through 16, inclusive, Block 53

No residential structure shall be placed on any of the hereinafter enumerated lots unless, if the building is a one-story structure, its

NOTARY PUBLIC
HARRIS COUNTY, TEXAS
SALLY S. ZUNIGA

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living area has a minimum of 1,400 square feet of floor area, exclusive of porches and garage:

- Lots 27 through 33, inclusive, Block 17
- Lots 76 through 79, inclusive, Block 5
- Lots 4 through 11, inclusive, and 21 through 24, inclusive, Block 50
- Lots 4 through 6, inclusive, and 14 through 17, inclusive, Block 51
- Lots 4, 5 and 12, Block 52
- Lots 7 and 8, Block 53
- Lots 25 through 33, inclusive, Block 47
- Lots 16 through 25, inclusive, Block 49
- Lots 1 through 5, inclusive, Block 74
- Lots 12 through 16, inclusive, Block 79
- Lots 1 through 11, inclusive, Block 77
- Lots 12 through 22, inclusive, Block 65
- Lots 1 through 12, inclusive, Block 76
- Lots 39 through 50, inclusive, Block 87

No residential structure shall be placed on any of the balance of the lots in said subdivision to which these restrictions are applicable (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 seventy (70%) 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 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, tubular 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.

FROM THE OFFICE OF
HARRIS COUNTY CLERK
1500 NORTH GARDNER BLVD.
HOUSTON, TEXAS

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AUG 27 1998

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(o) No fence, wall, hedge or shrub plantings which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 roadway 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 (a) above, it is expressly provided that subparagraph (o) 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 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) The plat of WEBBURY, SECTION NO. 3, referred to in the opening paragraph hereof, reflects tracts of land identified on such plat as respectively "RESERVE 'D' UNRESTRICTED", "RESERVE 'E' UNRESTRICTED", "RESERVE 'F' UNRESTRICTED", "RESERVE 'G' UNRESTRICTED", "RESERVE 'H' UNRESTRICTED", "RESERVE 'L' UNRESTRICTED", "RESERVE 'J' UNRESTRICTED" and "RESERVE 'K' UNRESTRICTED". It is specifically understood and agreed that said tracts of land so identified are 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 and apply to said tracts of land, the same being specifically excluded from the effect of these covenants, conditions and restrictions. In addition, it is specifically understood and agreed that the following land is EXCLUDED from the land covered by these restrictions and that these restrictions as hereinabove stated and enumerated shall not cover, attach and apply thereto:

Lots 1 through 37, inclusive, in Block 61 (comprising all of said Block 61).

Lots 1 through 16, inclusive, in Block 62 (comprising all of said Block 62).

Lots 1 through 32, inclusive, in Block 63 (comprising all of Block 63).


Lots 1 through 26, inclusive, in Block 64 (comprising all of said Block 64).

Lots 1 through 42, inclusive, in Block 65 (comprising all of said Block 65).

Executed this 6th day of September, 1995.


ATTEST:

 Secretary

HILLCROFT INVESTMENTS CO.
 BY 
 Vice President

ATTEST:

 Notary Public, State of Texas
 My Comm. Expires 08/31/98

ALDRE CO.
 BY 
 Vice President

(Signatures continue on Page 3)

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 Harris County, Texas


 SALLY S. ZUNIGA, Deputy

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ATTEST:

Carleton P. ...
Secretary

HARRIS COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 49

By Julian T. Keith
President

XRA ERRE

BY Irley A. Bonnette
I. Earl Westholzer, Agent and Attorney
in Fact

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally
appeared L. D. ..., Vice President of HILLCROFT
INVESTMENT 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 HILLCROFT INVESTMENT CO., a corporation,
and that he executed the same as the act of such corporation for the pur-
poses and consideration therein expressed, and in the capacity therein
stated;

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day
of November, 1955.

Irley A. Bonnette
Notary Public, Harris County, Texas
IRLEY A. BONNETTE
1902 Nichols Esplanade Building
Houston 2, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally
appeared L. D. ..., Vice President of ALDIS 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 ALDIS 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 30th day
of November, 1955.

Irley A. Bonnette
Notary Public, Harris County, Texas
IRLEY A. BONNETTE
1902 Nichols Esplanade Building
Houston 2, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally
appeared Julian T. Keith, President of HARRIS COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 49, 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 HARRIS COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 49, a corporation, and that

FROM THE EAST OFFICES OF
MIRRORE AND WESTPHALIAN
1810 - 1815 BROADWAY
HOUSTON 1, TEXAS

- 5 -

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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 9th day of November, 1955.



Irley A. Bonnette
Notary Public, Harris County, Texas

IRLEY A. BONNETTE
1902 Niles Ferguson Building
Houston 2, Texas

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared I. MARK WESTINGER, AGENT AND ATTORNEY IN FACT FOR IRA HERNE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of November, 1955.



Irley A. Bonnette
Notary Public, Harris County, Texas

IRLEY A. BONNETTE
1902 Niles Ferguson Building
Houston 2, Texas

Filed for Record Nov 11 1955 1955 p doc 19
Recorded Nov 11 1955 1955 p doc 19
W. D. MILLER, Clerk County Court, Harris County, Texas
By James B. Beckler Deputy

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