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B371803

DEED RECORDS

FILM CODE

VOL 4449 PAGE 18

056-07-0547

AUG 3 '61 00538 B371803 LS B PD 4.20

STATE OF TEXAS:

COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS:

THAT INVESTMENT & FINANCE COMPANY & COLONIAL BUILDING COMPANY

TEXAS CORPORATIONS

hereinafter called owners, being the owners of the land hereinafter described, acting herein by and through its officers hereunto duly authorized, does hereby adopt the following restrictions, covenants, and conditions, as applicable to the following described property, to-wit:

PROPERTY TO WHICH THESE RESTRICTIONS ARE APPLICABLE

Lot Twenty-seven (27) through Thirty-six (36), both inclusive, Block One Hundred Five (105), WESTBURY, Section Four (4), an subdivision in Harris County, Texas, according to plat thereof recorded in Volume 51, Page 31 through 34, of the Map Records of Harris County, Texas.

420  
42

RESTRICTIONS, COVENANTS AND CONDITIONS:

- Said lots shall be used for residence purposes only, and no business, professional or commercial use shall be made of said lots, even though such business, professional or commercial use be subordinate to use of the premises as a residence, and by way of illustration, and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a barber, beauty operator, chiropractor, osteopath, doctor, dentist, lawyer, radio or television repairman, automobile repairman, boatbuilder, or boat repairman. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit.
- No structure other than one single-family residence and its out-buildings shall be constructed, placed on, or permitted to remain on a building site, nor shall a residential structure be erected, placed on or permitted to remain on any building site having an area of less than 4,000 square feet nor a width of less than 60 feet at the front building set-back line; provided, however, that any whole lot according to the plat of the subdivision above named shall be considered to have the requisite frontage and area to any building thereon.
- No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to any inside lot line, except that a detached garage or other permitted accessory building located 70 feet or more from the front lot line may be located not nearer than 3 feet to an inside lot line.

FILED  
AUG 3 1961  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

1961 AUG 3 PM 2:26

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

AUG 27 1998

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

Sally S. Zuniga  
SALLY S. ZUNIGA

Deputy

4. Except that when built as an integral part of the main dwelling no garage or other outbuilding, or any part thereof, may be erected or maintained which is not wholly within 35 feet of the rear line of the lot upon which the building is erected and if erected on any corner lot, no part of such garage or outbuilding may be erected or maintained nearer to any side street line than 10 feet.
5. No dwelling having a main ground floor area of less than 850 square feet, exclusive of open porches and garages, shall be permitted.
- . Detached garages or other outbuildings located within the limits prescribed by paragraph 4, above, shall be built and designed to harmonize with the main dwelling and the colors of paint, and type of exterior walls and roofing shall harmonize with the main dwelling. No such detached garage or other outbuilding having frame or other type exterior walls which are normally painted when used on the exterior dwelling shall be left unpainted, but shall be painted with at least two coats of paint.
6. No trash, ashes, or other refuse may be thrown or dumped on any lot.
7. No building material of any kind or character shall be stored on any lot until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets, or between the curb and property line.
8. Vegetation on each lot shall be kept mowed at regular intervals so as to maintain a neat and attractive manner, and trees, shrubs, and vines and plants which die shall be promptly removed.
9. No signs, advertisement, billboards, or advertising structures may be erected or maintained on any lot except that a sign not exceeding 15 square feet in area may be erected on the premises advertising the premises for sale or for rent.
10. No cattle, horses, mules, sheep, rabbits, hogs, poultry, or other animals or fowl other than ordinary household pets may be kept on any lot; and no person shall keep either cats, dogs, birds, or other household pets in such quantities to be reasonably calculated to annoy the neighbors, it being the sense of these restrictions that reasonable keeping of pets shall be permitted but that the increase thereof must be removed from the premises with reasonable dispatch.
11. No privy, cesspool, tank, or disposal plant shall be erected or maintained on any lot.
12. No operations of any kind shall be conducted on any lot to explore for, produce, store, treat, or transport oil, gas or other minerals.
13. No fence, wall or hedge shall be placed on any lot nearer to any street than the building set-back line provided for the main building. Any fence, wall or hedge violating this provision shall be removed at the cost of the offending party.
14. No trailer, basement, tent, shack, garage, servant's house or other outbuilding shall at any time be used as a residence, either permanently or temporarily nor shall any structure of a temporary character be used as a residence.

II

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 Deputy  
SALLY S. ZUNIGA

15. No trailer, trailer houses, or boat shall be parked for any extended period on any lot in front of any residence or attached garage, or nearer to any side street than the building setback line shown by the plat, or upon any street abutting any lot. This shall not be construed to prohibit a mere temporary standing or parking of a trailer by a house guest for not exceeding one week, nor shall it be construed to prohibit the standing or parking of a boat or trailer for short periods preparatory to taking same to some location outside the subdivision for use or storage but the habitual parking or standing of boats and trailers within the areas specified shall be a violation of these restrictions. The parking or standing of motor vehicles on any lot in front of any residence other than on the driveway, is likewise prohibited.

16. No building (whether it be main residence, garage, servants house or outbuilding) shall be erected, placed or altered on any building site 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 neighborhood, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Hill P. White, James M. Hill, Jr., and Perrin White, 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 30 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers, and duties of such committee, and its designated representative, shall cease on and after October 1st, 1970. 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 above enumerated and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

17. No building whatsoever shall be constructed on any lot that will have a roof or any portion thereof to extend over any easement. Neither owner or any utility company using the easement affecting the lots shall be liable for damage done by them, their agents, servants, assigns, to shrubbery, trees, flowers, or other property situated within the limits of any utility easement. Owner expressly reserves the right for itself, its successors and assigns to construct and operate, maintain, repair, remove, and replace utility lines on the street and easements, and it is expressly provided that erection and installation of any such lines and appurtenances in such utility easements or streets shall not constitute a dedication of such lines and appurtenances either private or public.

18. If any person should violate or attempt to violate any of the covenants, conditions, or restrictions, herein set forth then any person or persons owning any of the lots above enumerated shall have the right to prosecute any proceedings at law or

III

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 Deputy  
SALLY S. ZUNIGA

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056-07-0550

in equity against the person or persons violating or attempting to violate same, and to compel compliance by injunction, both mandatory and prohibitory, and to recover damages for the violation, or to have judgment both for injunction and for damages. Failure by any person to enforce any restriction herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. Invalidation of any one of these covenants by judgment or court order shall in no way affect any others, which shall remain in full force and effect. Imposition of additional restrictions by zoning ordinance shall be cumulative of those set forth herein and shall never operate to impair or diminish the force and effect of these covenants, conditions and restrictions. If any violation is made or threatened and is not corrected within fifteen days from demand, in compliance with the provisions hereof, the offending party shall be liable for damages for all expenses incurred, including reasonable attorney's fees, by the complaining party or parties in any suit thereafter filed for enforcing compliance herewith.

19. Provisions hereof shall be deemed covenants running with the lands and shall be binding on the owner herein named, and all persons claiming under it until the 1st day of October, 2005, at which time the same shall be automatically extended for successive periods of ten years each unless by a vote of the majority of the then owners of the lots covered hereby it is agreed to change same in whole or in part.

EXCEPTIONS AND RESERVATIONS

These restrictions do not in any manner affect or apply to any property other than the lots hereinabove specifically enumerated.

EXECUTED this 21<sup>st</sup> day of July, A.D., 1961.

ATTEST:  
[Signature]  
Secretary

INVESTMENT & FINANCE COMPANY  
BY: [Signature]  
President

ATTEST:  
[Signature]  
Secretary

or  
COLONIAL BUILDING COMPANY  
BY: [Signature]  
President

ATTEST:  
Secretary

BY: \_\_\_\_\_  
President

ATTEST:  
Secretary

BY: \_\_\_\_\_  
President

ATTEST:  
Secretary

BY: \_\_\_\_\_  
President

ATTEST:  
Secretary

BY: \_\_\_\_\_  
President

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

[Signature] Deputy  
SALLY S. ZUNIGA

STATE OF TEXAS:  
COUNTY OF HARRIS:

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056-07-0551

DEED RECORDS  
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BEFORE ME, the undersigned authority, on this day personally appeared  
JAMES MARTIN HILL, JR. known to me to be the \_\_\_\_\_ President of  
INVESTMENT & FINANCE COMPANY & COLONIAL BUILDING COMPANY and also known to me to be  
the person whose name is subscribed to the foregoing instrument and acknow-  
ledged to me that he executed the same for the purposes and consideration  
therein expressed, in the capacity therein stated and as the act and deed of  
said corporation.



GIVEN under my hand and seal of office this 21<sup>st</sup> day of July, 1961.

Mattie Kaylar  
Notary Public in and for Harris  
County, Texas

STATE OF TEXAS:  
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared  
\_\_\_\_\_ known to me to be the \_\_\_\_\_ President of  
\_\_\_\_\_ and also known to me to be  
the person whose name is subscribed to the foregoing instrument and acknow-  
ledged to me that he executed the same for the purposes and consideration  
therein expressed, in the capacity therein stated and as the act and deed  
of said corporation

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Harris County,  
Texas

STATE OF TEXAS:  
COUNTY OF HARRIS:

BEFORE ME, The undersigned authority, on this day personally appeared  
\_\_\_\_\_ known to me to be the \_\_\_\_\_ President of  
\_\_\_\_\_ and also 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, in the capacity therein stated and as the act and deed of said  
corporation.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Harris County,  
Texas

STATE OF TEXAS:  
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared  
\_\_\_\_\_ known to me to be the \_\_\_\_\_ President of  
\_\_\_\_\_ and also 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  
in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_

\_\_\_\_\_  
Notary Public in and for Harris County,  
Texas

v

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 Deputy  
SALLY S. ZUNIGA

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

DEED RECORDS

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AUG 8 1961



*Peter J. ...*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

RECORD NO. 4449  
PAGE NO. 23

FILM CODE

056-07-0552

*[Faint, mostly illegible text from the deed instrument]*

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared THOMPSON WHITE LUMBER CO., INC. known to me to be the President of the corporation and acknowledged to me that he executed the instrument and consented therein expressed, in the capacity therein stated and as the act and deed of said corporation.  
GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1961.  
Notary Public in and for Harris County,  
Texas

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared THOMPSON WHITE LUMBER CO., INC. known to me to be the President of the corporation and acknowledged to me that he executed the instrument and consented therein expressed, in the capacity therein stated and as the act and deed of said corporation.  
GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1961.  
Notary Public in and for Harris County,  
Texas

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared THOMPSON WHITE LUMBER CO., INC. known to me to be the President of the corporation and acknowledged to me that he executed the instrument and consented therein expressed, in the capacity therein stated and as the act and deed of said corporation.  
GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1961.  
Notary Public in and for Harris County,  
Texas

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

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

055-09-0581

WHEREAS, THE GEM REALTY CO., INC., hereinafter referred to and identified as "Owner", is the owner of the following described property situated in WILTBURY, SECTION 4, a subdivision of land located in Harris County, Texas, as per the plat thereof recorded in Volume 51, pages 31 through 34, of the Map Records of Harris County, Texas:

① Lots Twenty-seven (27) through and including Thirty-six (36) in Block One Hundred Five (105).

NOW, THEREFORE, we, OWNER, do hereby adopt the following covenant, and RESTRICTION, which shall be taken and deemed as a covenant to run with the land, and shall be binding on Owner and all persons acquiring title under them until January 1, 1986, at which time said covenant, condition and restriction shall be automatically extended for successive periods of ten (10) years each unless and until by duly recorded instrument signed by a majority of owners of said lots it is agreed to change said covenant, condition and restriction, in whole or in part.

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If Owner, or any of its successors or assigns, shall violate or attempt to violate the covenant herein, it shall be lawful for any other person or persons owning any of the real property described above 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 doing so or to recover damages or other dues for such violation.

(a) No residential structure shall be erected or placed on any building plat which plot has a width of less than fifty (50) Feet at the front building setback line; no lot shall be used except for residential purposes.

EXECUTED this 1st day of July, 1961.

ATTEST:

D. J. Wright  
Asst. Secretary

THE GEM REALTY CO., INC.

By Ira Berne  
President

Notary Public  
Harris County, Texas

THE STATE OF TEXAS } 1961 JUL 17 PM 1 26  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared IRA BERNE, President of THE GEM REALTY CO., INC., 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 The Gem Realty Co., Inc., a corporation, and that he executed the same as the act of said corporation, for the purposes and consideration therein expressed, and in the capacity therein set out.

GIVEN under my hand and seal of office this 1st day of July, 1961.

D. D. B. Edes  
Notary Public in and for Harris County, Texas

ACCEM B. EDED  
Notary Public in and for Harris County, Texas  
My Commission Expires July 1, 1962

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. Zinnica Deputy  
SALLY S. ZINNICA

DEED RECORDS

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055-09-0555

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the  
date and at the time stamped herein by me; and was duly  
RECORDED in the Volume and Page of the named RECORDS  
of Harris County, Texas, as amended herein by me, on

JUL 17 1961



*Robert C. ...*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Robert C. ...*  
*Mr. ...*  
*35096*  
*...*

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* Deputy  
SALLY S. ZUNIGA