

WESTVIEW TERRACE ASSOCIATION, INC.

**CONFORMED COPY OF DEED RESTRICTIONS: DATED OCTOBER 27, 1947
FILED: MAY 20, 1948....VOL. 1773 PAGE 183 DEED RECORDS..HARRIS
COUNTY, TEXAS: EXTENDED TO INCLUDE SECTION NO. 2, FILED FEBRUARY 11,
1949 IN VOL. 1885 PAGE 116 DEED RECORDS, HARRIS COUNTY, TEXAS.**

KNOW ALL MEN BY THESE PRESENTS: That Westview Corporation, a corporation, acting hereby by and through its duly authorized officers, W. C. PERKINS, President and MALCOLM M. McCULLOCH, Secretary-Treasurer, and pursuant to a resolution by its Board of Directors, does hereby place the following restrictions, reservations, covenants and conditions on the lots, tracts, and parcels of land in WESTVIEW TERRACE, a subdivision in the City of Houston, Harris County, Texas, and shown by plat of said subdivision duly recorded.

The following protective covenants shall inure to the benefits of any and all owner or owners of the real estate described herein.

A: 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 and other out-buildings **incidental to residential use** of the plot.

B: 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 and as to topography and finished ground elevation, by a committee composed of W.C. PERKINS, S. F. STYLES and MALCOLM McCULLOCH 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 ten (10) days (**Note:** later amended to 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
(Continued...)

services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative shall cease on and after January 1, 1973. 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.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the buildings 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 **10** feet from 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.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than(update) **7500** square feet or width of less than **60** feet at the front building setback line, as shown on the record plat. (Note: update excepted 3 lots to 6800 sq.ft; and 54 ft.)

E. **No noxious or offensive trade** or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

F. (Omitted, as this article is now unconstitutional).

G. **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. The erection and use of outside toilets is strictly prohibited. No barn, chicken house, or other out- building, except a garage, shall be placed closer than **70** feet from the front line of any lot and no such building shall exceed **200** square feet in size.

H. The ground floor area of the main structure of any dwelling, exclusive of one-story open porches and garages, shall be not less than **800** square feet in the case of a one-story structure; and not less than **600** square feet in the case of one and one-half and two story structures. Easements affecting all lots in the addition are reserved as shown on the plat for utility installation and maintenance and drainage facilities.

(Continued...)

I. No swine shall be permitted to be raised or kept anywhere in the subdivision. No livestock or fowls shall be raised or kept anywhere in the subdivision except for personal use. The number of any kind of livestock raised or kept on any one lot shall never exceed **two** at any time. The number of fowls raised or kept on any lot shall never exceed **25** at any time.

J. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time the said covenants shall be automatically extended for successive periods of **ten years** unless by a vote of a majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

K. 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 covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

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

Witness our hands, this 27th day of October A.D. 1947.

WESTVIEW CORPORATION (Signed by W. Perkins, President - and Malcolm McCullough, Secretary-Treasurer)

(Note: This conformed copy includes the corrections made by the 1949 filing over the 1947 filing; and, does **not** include the the wording concerning Section 27, originally intended for commercial use and later returned to residential use in 1952)