

Part

M918038

WESTFIELD GLEN - RESIDENTIAL LOTS

le

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

11/27/90 00216832 M918038 \$ 21.00

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:
§

THAT, WHEREAS, Houston W. W. G. Limited Partnership, a Texas Limited Partnership, acting by and through its corporate general Partner, a Texas business corporation, hereinafter called the Declarant, is the owner of that certain real property located in Harris County, Texas being 49.1518 acres of land in the H.T.& B.R.R. Co. Survey, Abstract 385, Harris County, Texas, consisting of 9 Blocks containing 192 residential lots, together with Reserve "A", containing 32,769 square feet; filed for record in Volume 327, Page 27 of the Map Records of Harris County, Texas, and being known as Westfield Glen; and

21
X

WHEREAS, the Declarant will convey the above described residential lots, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

1.01 Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, but excluding those persons or entities having an interest merely as security for the performance of an obligation.

1.02 Subdivision. Subdivision shall refer to the hereinabove described property being platted as Westfield Glen and such additional property thereto as may hereafter be brought within the jurisdiction of the Property Owners Corporation hereinafter described.

1.03 Lot. Lot shall refer to that portion of any of the plots of land located upon the plat hereinabove described upon which there is or will be built single family residential dwellings. The term lot shall not refer to Reserve "A", or any common areas including streets, thoroughfares or utility easements, except to the extent such utility easements are platted across one or more of the lots as indicated on the above referenced plat.

FILED

90 NOV 27 AM 10:31

Opeta Rodriguez
COUNTY CLERK
HARRIS COUNTY, TEXAS

1.04 Declarant. Declarant shall mean and refer to Houston W.W.G. Limited Partnership, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot from Declarant for the purposes of development.

1.05 Property Owners Corporation. Property Owners Corporation shall mean and refer to the Westfield Glen Property Owners, Inc., a Texas non-profit corporation formed for the purpose of representation of the owners of lots located within Westfield Glen and the enforcement of various terms and provisions of the covenants, conditions and restrictions herein contained.

1.06 Architectural Control Committee. Architectural Control Committee shall mean and refer to that committee designated by Declarant for purposes of supervising the construction of improvements within the subdivision, including approval of all plans and specifications for construction of any improvements.

1.07 Maintenance Fund. Maintenance Fund shall refer to the charge imposed against each lot in the subdivision for purposes of acquisition of administrative and entertainment facilities, financing maintenance expenses incurred for lighting, improving and maintaining streets, parks, recreational facilities, parkways and esplanades, collection of garbage, control and removal of rubbish, caring for vacant lots, payment of legal and other administrative expenses incurred in connection with collection, enforcement and administration of the fund, provision for security for lot owners and enforcement of all restrictive covenants within the subdivision.

ARTICLE II

Architectural Control

2.01 Architectural Control Committee. The Architectural Control Committee shall be appointed by Declarant, and shall consist of not less than three (3) qualified persons, who shall serve at the pleasure of Declarant.

2.01 Approval of Plans and Specifications. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot within the subdivision, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee. The Architectural Control Committee shall consider harmony of external design and location in relation to surrounding structures and typography in making its approval regarding any plans and specifications.

2.03 Failure of Committee to act. All plans and specifications shall be submitted to the Architectural Control Committee, in writing, and no submission shall be deemed to have been made to such Architectural Control Committee unless the builder submitting such plans and specifications receives a written receipt from the Architectural Control Committee. In the event the Architectural Control Committee shall fail to either approve or reject such plans and specifications within a period of thirty (30) days from the date of written receipt of such plans and specifications, approval by the Committee shall not be required, and any person submitting such plans and specifications shall be deemed to have fully complied with this Article. In the event the Architectural Control Committee shall reject any plans or specifications submitted, no person shall commence construction upon any lot within the subdivision unless and until the Architectural Control Committee has approved plans and specifications, modified as shall be required by such Architectural Control Committee.

ARTICLE III

Use Restrictions

3.01 Types of Buildings Permitted. All lots shall be used for single family residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family residence not exceeding two (2) stories in height and a private garage for not more than three (3) automobiles. Until such time as all lots within the herein described property have been improved, one or more field offices may be maintained on one or more lots, for use by the buildings in connection with construction, supervision and sale of improved lots. Such field offices may be moved, from time to time, and shall be removed from the subdivision upon completion of construction and sale of all lots.

3.02 Minimum Floor Area. Any residence, single story, one and one-half story or two story, must have not less than 1600 square feet of living area. Living area shall be exclusive of open or screen porches, terraces, patios, driveways, carports and garages.

3.03 Construction Materials. The exterior walls of all residences and garages shall be constructed of brick, brick veneer, stone, stone veneer, concrete, other masonry type construction, wood, or materials of comparable quality, as may be approved by the Architectural Control Committee. All roofs shall be constructed of wood shingles or composition materials with the color of all roofs, regardless of the materials used for such construction, to be a "weathered wood" color acceptable to the Architectural Control Committee. The Architectural Control Committee shall have the power and authority to waive any requirements regarding construction materials.

3.04 Garages. No garage may be constructed on any lot for purposes of holding more than three (3) automobiles. The roof of any garage or carport must be composed of the same materials as the roof of the house unless prior approval for any deviation is granted by the Architectural Control Committee. Each residence must contain at least a two (2) car garage. In the event the garage is detached from the residence, there must be a covered walkway between the residence and the garage covered with the same material used to roof the residence. In the event a carport is placed upon any lot, it shall not extend beyond a plane of the residence created by the front wall of the residence, as hereinafter described in the Use Restrictions regarding "Setbacks". All attached garages and detached garages located on corner lots shall be lined with sheetrock.

3.05 Driveways and Walkways. All driveways must be at least ten feet (10') in width and shall flair to at least fifteen feet (15') in width at the curb and all driveways and walkways shall be constructed of concrete, pea gravel or other material acceptable to the Architectural Control Committee.

3.06

(a) Setbacks. Except as provided in subsection (B) hereinbelow, no building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five feet (5') from any side line or any rear line of any lot, except that a detached garage, which is herein defined as a separate building having no common wall with the main residence building, may be located within three feet (3') of any inside lot line; provided, such detached garage is situated at the rear of the main residence building. The foremost plane of any building shall be located no nearer than twenty-five feet (25') to any front street line and no nearer than ten feet (10') to any side street line. For the purposes of this covenant, stairs and steps shall not be considered as a part of the building; provided, however, this shall not be construed to permit any portion of the building on any lot to encroach upon any other lot. Any carport or garage with a door opening facing the street shall be located no closer to the street than the front wall of the residence; if the front wall of the residence contains more than one plane, the wall to be used for purposes of locating this plane for such garage shall be that wall located farthest from the midline of the street upon which the residence fronts. Any garage whose door opening does not face the street may be located forward of the front wall of the residence, provided such garage is attached to the residence and, further provided, the front wall of such garage is attached to the residence and, further provided, the front wall of such garage is no nearer than twenty-five feet (25') to any front street line and no nearer than ten feet (10') to any side street line.

(b) Resubdivision or Consolidation. No lot shall be resubdivided or consolidated in any fashion except that if any one person, firm or entity should own three (3) or more adjoining lots, such person, firm or entity may subdivide or consolidate such lots into building sites with the privilege of constructing improvements as permitted in this declaration, provided that such subdivision or consolidation does not result in any building site having front, side or rear setback lines nearer than the setback lines provided in subsection (a) above with respect to the individual building lots located on the recorded plat and, further provided, that no individual building site shall be located on an area containing less than one (1) complete lot in accordance with the recorded plat. In the event of such subdivision or consolidation, the boundaries of such building site, as subdivided or consolidated, shall become the reference boundaries for all setbacks as provided in subsection (a) hereinabove.

3.07 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers, or to other property of the owner situated within any such easement. The subdivision is located within the Woodcreek Municipal Utility District and each owner of each lot upon which permanent improvements have been constructed is required to connect such improvements to the water and sewage facilities furnished by Woodcreek Municipal Utility District. Such connection shall be made at the expense of the owner and, from and after the date of such connection, the owner will be subject to charges for utilities services furnished by Woodcreek Municipal Utility District.

3.08 Prohibited Activities. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No firearms may be discharged within the subdivision. No professional, business or commercial activity to which the general public is invited shall be conducted on any lot, nor may any lot be used for the production or sale of any alcoholic or intoxicating beverage or for the installation and operation of commercial machinery, appliances, mechanical equipment, boats, trailer, or any other commercial purpose. Display and sale of new or used homes located within the subdivision shall not be considered a prohibited commercial activity hereunder.

3.09 Prohibited Residential Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No such temporary structure shall be permitted on any lot at any time other than builders' field offices, which may be temporarily located upon one or more lots within the subdivision.

3.10 Signs. No signs of any character shall be allowed on any lot except one (1) sign not more than five (5) square feet in size advertising the property for sale or rent; provided, Declarant and any builder within the subdivision engaged in construction and sale of single family residences within the subdivision shall have the right, during construction and sales periods, to construct and maintain such signs or other advertising facilities as may be reasonably necessary or convenient for construction and sale of residences within the subdivision including, but not limited to, signs, offices, storage areas and model units.

3.11 Mineral Development Prohibited. No development of oil, gas or other minerals, refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot.

3.12 Rubbish, trash and Garbage. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers on any lot. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. During construction of any improvements on any lot, owners may maintain a storage area for building components or building scrap materials, but such storage areas shall be cleaned and all such scrap materials shall be removed from any lot upon construction of improvements thereon.

3.13 Animals. No livestock or poultry of any kind shall be raised, bred or kept on any lot except household pets may be kept, provided they are not bred or maintained for any commercial purpose, and further provided that no one (1) household shall maintain more than four (4) cats and/or dogs. All pets shall be confined within residences or fenced yards or, if being exercised outside the confines of the residence, shall be restrained by a leash.

3.14 Fences, Walls, Hedges and Utility Meters. No fence, wall, hedge or utility meter shall be placed or permitted to remain on any lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for the subdivision entry and boundary fences which may be constructed thereon by Declarant or by any owner. No fence, wall, or any other structure except the residence and the garage shall be higher than six feet (6') from the ground and all fences shall be constructed of cedar, redwood, treated pine, or other material acceptable to the Architectural Control Committee.

3.15 Shrubs, Trees and Landscaping. No shrub or tree shall be planted which obstructs sight lines at elevation between two and six feet (2' - 6') above the road on any corner lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb line at points twenty-five feet (25') from their intersection nor on any lot within ten feet (10') of the intersection of a street curb line with the edge of a driveway. No shrubs, hedges, flower beds or other plantings may be located in such a manner as to restrict or impair natural drainage from any lot. The surface area of any lawn of an occupied house, not otherwise covered by shrubs, trees, flower beds, driveways or walkways, shall be sprigged with St. Augustine, soyasia, Bermuda or other ornamental grass and the border of such yard contiguous with any street, curb or driveway shall be sodded for a minimum width of twelve inches (12") from any such street, curb or driveway.

3.16 Prohibited Vehicles. No commercial truck, bus, boat, trailer or mobile home shall be parked in the street in front of any lot except for vehicles used in connection with construction or repair of a residence or any of its related equipment, nor shall any commercial truck, bus, boat, trailer or mobile home be parked on the driveway or any portion of any lot in such manner as to be visible from the street.

3.17 Area Not Subject to Use Restrictions. Reserve "A", as indicated on the recorded plat, shall not be subject to the restrictions hereinabove provided, except for paragraphs 3.08, 3.09, 3.10, 3.11, 3.12, 3.13, and 3.16, and provided that no activity shall be permitted on such Reserve which would be illegal or which would violate the rules, regulations or ordinances of any regulatory authority having jurisdiction over such Reserve. Amenities for the subdivision including clubhouse and swimming pool, will be located within Reserve A.

Section 3.18 Restriction Variances. The Architectural Control Committee shall have the authority to permit variances to any of the above use restrictions except the restrictions provided by Section 3.08, Section 3.09, Section 3.10, Section 3.11, Section 3.12, Section 3.13, Section 3.16 and Section 3.17 above.

ARTICLE IV

Maintenance Fund

4.01 Creation of Fund. Each lot shall be subject to an annual maintenance charge for the purpose of creating a fund to be known as the "Maintenance Fund".

4.02 Amount of Maintenance Fund. The annual maintenance charge effective as of the date of these restrictions for each unimproved lot shall be \$140.00. The annual maintenance charge for each improved lot occupied by a resident or tenant shall be \$295.00. No maintenance fee shall accrue against any platted lot which does not have completed streets to it and which is not capable of having a dwelling constructed thereon. The annual maintenance charge may be increased, effective January 1 of any year for that calendar year, by the Property Owners Corporation; provided, no increase in excess of fifteen percent (15%) of the amount of such maintenance fund for the immediate preceding calendar year shall be permissible unless approved, in writing, by the affirmative written vote of at least fifty-one percent (51%) in interest of all property owners within the subdivision. Each lot within the subdivision shall entitle an owner to one (1) vote and any owner owning more than one (1) lot in the subdivision shall be entitled to as many votes as the number of lots owned by such owner. The Property Owners Corporation may, in addition to the annual maintenance fund, levy special assessments for specific needs of the subdivision; provided, no special assessment may be levied without the written consent of the owners of at least seventy-five percent (75%) of the lots located within the subdivision.

4.03 Payment of Fund. The maintenance charge is due and payable annually during January of each year for the forthcoming calendar year. For any lot sold by Declarant to owner during a calendar year, the amount of such charge shall be prorated for the first year from the first day of the calendar month next following date of such sale to the owner to the end of such calendar year. For any improved lot sold by a builder to an owner for occupancy by such owner or by a tenant, the amount of such charge for such improved lot shall be prorated for the first year from the first day of the calendar month next following date of such sale by the builder to the end of such calendar year. Thereafter, the annual maintenance charge shall be due and payable as hereinabove provided.

4.04 Collection of Maintenance Charges. Any maintenance charge not paid within thirty (30) days following the sale of any lot from Declarant to any owner, or within the month of January for any subsequent calendar year following the calendar year of sale shall bear interest at the rate of ten percent (10%) per annum for the date it became due until the date paid. The obligation to make maintenance fund payments shall constitute a covenant running with the land and, in the event of conveyance of any lot subject to the maintenance fund to any successor owner, both the previous owner and the purchaser shall become jointly and severally liable for the payment thereof.

4.05 Lien for Maintenance Fund Assessments. Declarant shall retain a vendor's lien against each lot sold, which lien shall be assigned to the Property Owners Corporation to secure payment of the maintenance fund. Such lien shall be subordinate to any lien created to finance the purchase or construction of the lot or any improvements located thereon; provided, foreclosure of any such lien shall not affect the assessment lien respecting any such lot.

4.06 Use of Maintenance Funds. The maintenance fund shall be used for the purposes outlined in Section 1.07 above or for doing any other thing necessary or desirable in the opinion of the Directors of the Property Owners Corporation to maintain the property within the subdivision in good order and appearance and to provide services which it considers of general benefit to the owners or occupants of the subdivision.

4.07 Directors. Pursuant to the Bylaws of Westfield Glen Property Owners, Inc., the property owners will elect Directors to hold, maintain and administer the maintenance fund and the decision of, a majority of such Directors shall be final and conclusive so long as their judgment is exercised in good faith. The Directors will be elected to serve for a term of one (1) year and shall be subject to removal or re-election annually at the meeting of the Property Owners Corporation, as hereinafter provided. The initial Directors of the Property Owners Corporation shall be designated by Declarant and, until such time as Declarant has sold all lots within the subdivision, Declarant shall be treated as owner for purposes of all decisions regarding the Property Owners Corporation. Each of the Directors of the Property Owners Corporation shall be bonded by an independent bonding agency to insure against breaches by such Directors of any of their fiduciary responsibilities. The amount of each such bond shall be that amount, to be determined from time to time by a majority of the property owners at an annual Directors' meeting, but to be an amount not less than one (1) year's gross collections of annual maintenance funds, exclusive of any special assessments as provided in Section 4.02 above.

4.08 Duration of Maintenance Fund. The maintenance fund shall remain in existence for the duration hereafter provided for these restrictive covenants, conditions and restrictions and shall be renewable, together with such restrictive covenants, conditions and restrictions as hereinafter provided.

4.09 Meeting of Property Owners Corporation. Annually, during the month of February each year, the Directors shall call a meeting of the Property Owners Corporation. Written notice of such meeting shall be delivered to each property owner by personal delivery or by United States mails not less than ten (10) days preceding the date for such meeting.

4.10 Non-Waiver of Assessments. The Directors of the Property Owners Corporation shall not be authorized to waive any requirements herein for annual maintenance fund assessments or for special fund assessments solely by virtue of the non-use by any property owner of any of the facilities provided for such owner's use. All owners shall be subject to all maintenance fund assessments herein provided.

ARTICLE V

General Provisions

5.01 Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or by the owner of any lot subject to this Declaration, by the Property Owners Corporation, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective from the date this Declaration is recorded to January 1, 2015. This Declaration shall be automatically extended for successive periods of ten (10) years unless owners of at least fifty-one percent (51%) of the lots located within the subdivision sign and record an instrument in writing canceling this Declaration. During the initial period of

this Declaration and until January 1, 2015, this Declaration may be amended only by and with the consent of ninety percent (90%) of the owners of lots within the subdivision. No amendment shall be effective until recorded in the Official Public Records of Real Property of Harris County, Texas, nor until the approval of any governmental regulatory body which may be required for such amendment shall have first been obtained.

5.02 Enforcement. The Declarant or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by provisions of this Declaration. The Property Owners Corporation shall have the right to enforce all provisions of this Declaration for and on behalf of the owners and the subdivision. Failure to enforce any portion of this Declaration shall, in no event, be deemed a waiver of the right to do so thereafter.

5.03 Severability. Invalidation of any portion of this Declaration shall in no way affect any other provision, and all other provisions shall remain in full force and effect and shall be construed as though the invalid or unenforceable provision had been deleted therefrom.

5.04 Approval of Lien Holder. Liberty Savings Association and El Dorado Publishing Company, Inc., lien holders of record with respect to the entire hereinabove described property within the subdivision, join in the execution of this Declaration for purposes of evidencing their consent and agreement to the establishment of the foregoing declaration of Covenants, Conditions and Restrictions.

EXECUTED by the said Declarant on this the 26th day of October, 1990.

ATTEST:

Vernon E. Hallbeck
Vernon E. Hallbeck, Secretary

HOUSTON W. W. G. LIMITED PARTNERSHIP
BY MCCRORY HALLBECK MANAGEMENT SERVICES, INC.
GENERAL PARTNER

By:

S. E. McCrory, Jr.
President

EXECUTED by the Lien Holders to evidence approval under paragraph 5.04 above, on this the 26th day of October, 1990.

ATTEST:

Lisa M. Kersh
Lisa M. Kersh, Assistant Secretary

LIBERTY SAVINGS ASSOCIATION

By:

H. Campbell Wood
H. Campbell Wood, President

ATTEST:

Vernon E. Hallbeck

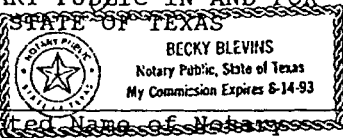
EL DORADO PUBLISHING COMPANY, INC.

By:

[Signature]

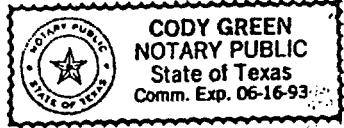
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 26, 1990 by S. E. McCrory Jr., President of McCrory Hallbeck Management Services, Inc., a Texas corporation, on behalf of said corporation and as General Partner of Houston W. W. G. Limited Partnership, a Texas Limited Partnership.

Becky Blewins
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Printed Name of Notary
My Commission Expires:

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

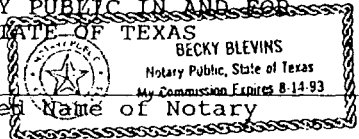
This instrument was acknowledged before me on October 26, 1990 by H. Campbell Wood, ~~was~~ President of Liberty Savings Association, a Texas business corporation, on behalf of said corporation.


Cody Green
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Printed Name of Notary
My Commission Expires:

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 26, 1990 by ALBERT E. BUTLER, Vice President of El Dorado Publishing Company, Inc., a Texas business corporation, on behalf of said corporation.

Return to:
Lawyers Title Co.
820 Gessner #760
Houston, Texas 77024

Becky Blewins
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Printed Name of Notary
My Commission Expires: