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RESTRICTIONS

THE STATE OF TEXAS |
COUNTY OF HARRIS |

JUL-13-65 640982 = C 121891

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KNOW ALL MEN BY THESE PRESENTS:

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THAT I, E. A. ANTHONY, d/b/a ARCHER DEVELOPMENT COMPANY, owner of
WESTERN TRAILS TRACT A, a subdivision of 114 lots, as shown on a plat
recorded in Volume 130, Page 6 of the Plat Records of Harris
County, Texas, do hereby impress all of the property included in such
subdivision with the following restrictions.

033-40-0237

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1. All lots except those facing on Spring-Cypress Road shall be used
for residence purposes only. Lots facing on Spring-Cypress Road may be
used for business sites. However, Seller reserves the right to approve
any type of building and type of business. All front elevations on business
property shall be constructed of tile, brick, stone, plaster or concrete
blades. Each lot fronting on Spring-Cypress Road used for non-residential
purposes shall have a board fence not less than six feet high constructed
and maintained along its rear lot line. Seller reserves the right to
designate one lot for use by the water system operator.

2. No building shall be located nearer to the front lot line or nearer
the side street line than the building set back line shown on the recorded
plat. No building or appurtenance, including detached garage or other out-
building, shall be located nearer than five feet to any side lot line. No
residence or attached appurtenance, shall be located on any lot further
than 50 feet from the front lot line. Each corner shall be deemed to front
on the street on which it has the smallest frontage, and all improvements
shall be constructed on the lot so as to front the street upon which the
lot fronts.

3. Building must be completed prior to occupancy. No metal or tin
building shall be used for residential purposes. All buildings used for
residence purposes shall have hip, gable, Spanish, or built up roof, and
hip or gable roof shall be built of tile, slate or shingles, either wood
or composition. Shed type roofs are prohibited. No building of frame
construction on the exterior of any kind or character shall be erected on
any lot unless same at the time of construction shall receive at least two
coats of paint.

4. Not more than one single family residential structure and appropriate
outbuildings shall be erected on any lot. All foundation shall be of
either concrete slab or beam construction.

5. No trailer, basement, tent, shack, garage, barn or other outbuild-
ing erected on any lot 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. All structures must be constructed with new materials,
and no existing building shall be moved to or maintained on any lot.

6. The floor area of the main structure, exclusive of one story open
porches and garages, shall be not less than 1200 square feet.

7. No building shall be erected, altered, or placed on any lot or
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

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to topography and finished ground elevation by a majority of committee composed of George E. Baker, Kennon Hillyer and E. A. Anthony. 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 (30) days after such 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 of its designated representative shall cease on or after January 1, 1999. 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 recorded 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 executed by said committee.

8. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials shall be placed inside the property line of the lot upon which the improvements are to be erected, and shall not be placed in the street

9. Bridges constructed for driveways and walks shall be of concrete pipe and a size not less than 18 inches, or greater size should ditches be of a depth to require same, in order that drainage may not be retarded.

10. No obnoxious or offensive activities, 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.

11. 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 they are not kept, bred or maintained for any commercial purpose, provided, however, owners of lots or building plots forty thousand square feet in area or larger may maintain two horses on said lot or building plot.

12. All lots shall be kept in a neat and orderly condition; grass and weeds shall be cut regularly and trash, junk, and refuse shall not be kept or allowed on any lot, nor shall unsightly articles, objects or things be placed thereon. In the event of default in the strict performance of this covenant, Archer Development Company, his heirs, successors, and assigns, may without notice to the owner thereof, enter upon said premise and cut grass and weeds thereon, and remove and dispose of trash, junk, and unsightly articles or objects. Upon such work being done, Archer Development Company, his heirs, successors, and assigns, shall render a written statement of the expense thereof to the owner of such lot, who shall immediately pay the full amount thereof in cash. All such obligations of owner to pay such amounts shall be secured by a lien upon and against the lot or tract upon which such work was performed. The necessity of the performance of such work shall be in the sole discretion of Archer Development Company, his heirs, successors, and assigns.

13. Easements are reserved for utility installation and maintenance as shown on the recorded plat. There is also dedicated for utilities an unobstructed aerial easement five feet wide from a plane twenty feet above the ground upward, located adjacent to all easements shown on the recorded plat.

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14. No cesspools shall ever be dug, used or maintained on any lot. Each and every occupant of a residence shall install a septic tank for sewerage disposal prior to occupancy, but lateral lines shall not be run into the road ditches, and drainage must be disposed of on the property. Outside toilets are strictly prohibited.

15. Should the parties hereto, or any of them, their heirs or assigns, violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

16. Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

17. No trees of any size shall be cut or removed from any lot until the entire purchase price has been paid to Seller by Purchaser.

18. These covenants shall be deemed and held to be covenants running with the land and shall be binding on all parties hereto, and all persons claiming under them until the 1st day of January, 1999, at which time said restrictions, covenants, conditions and easements shall automatically be extended for successive periods of ten years each, unless by a vote of the majority of the then owners of the lots in said addition it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, either to prevent him or them from so doing or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

Witness the execution hereof on this the 13 day of July, 1965.

E. A. Anthony
E. A. ANTHONY, d/b/a/ ARCHER DEVELOPMENT CO. 20R

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared E. A. ANTHONY, 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 capacities therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of July,
H. D. Brock
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

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Return to:
Archer Development Co.
P.O. Box 3311
Houston, Texas

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

JUL 13 1965



Peterson
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
Peterson
COUNTY CLERK
HARRIS COUNTY, TEXAS

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