

THE STATE OF TEXAS |

1219824

COUNTY OF HARRIS |

WHEREAS, by instrument dated August 14, 1952, duly filed for record in the office of the County Clerk of Harris County, Texas, on August 19, 1952 under File No. 1031517 and recorded in Volume 2482, Page 550 of the Deed Records of said County, Woodside Development Co., Inc. placed certain restrictions, reservations, covenants, and conditions on the lots, tracts, and parcels of land in Woodside, an Addition to the City of Houston, Harris County, Texas, the plat of which subdivision is duly recorded in Volume 39, Page 73 of the Map and Plat Records of said County, to which instrument of August 14, 1952 and its record reference is hereby made for all purposes; and,

WHEREAS, said Woodside Development Co., Inc., W. R. Byrd and wife, Mable T. Byrd, and Woodside Building Co., Inc. are the present owners of all property in said Woodside, and they desire to amend such restrictions, reservations, covenants, and conditions so that from and after the execution of these presents same shall be as hereinafter set out:

NOW, THEREFORE, Woodside Development Co., Inc., a Delaware corporation, doing business in the State of Texas under duly issued and existing permit, with its principal Texas place of business in Houston, Harris County, Texas, acting herein by and through its duly authorized officers and pursuant to resolution by its Board of Directors; Woodside Building Co., Inc., a Texas corporation with its principal place of business in Harris County, Texas, acting herein by and through its duly authorized officers and pursuant to resolution by its Board of Directors; and W. R. Byrd and wife, Mable T. Byrd, of Harris County, Texas, do hereby amend said restrictions, reservations, covenants, and conditions so that from and after the execution of these presents the same shall be as follows:

The following protective covenants shall inure to the benefit

of any and all owner or owners of the real estate described herein:

A: No lot shall be used except for residential purposes. 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, at least fifty-one per cent (51%) of which shall be of masonry construction, and a private garage for not more than three cars, and other out-buildings incidental to residential use of the plot. Within thirty (30) days after the completion of any such dwelling the owner of the lot on which same is erected shall install a three foot (3') concrete sidewalk between the curb and the front line of such lot parallel to and six feet (6') from the inside curb line running the entire width of such lot, and if such lot be a corner lot such sidewalk shall also be so installed between the curb of the side street and the side line of the lot.

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 to topography and finished ground elevation, by a committee composed of Frederick W. Barnett, M. Farnsworth, and Latimer Murfee, 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 (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 of its designated representative, shall cease on and after January 1, 1958. 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 building set-back lines shown on the recorded plat. In any event no building shall be placed on any residential building plot nearer than twenty feet (20') to the front line or nearer than ten feet (10') from any side street line. No building except a detached garage or other out-building located sixty-five feet (65') or more from the front lot line shall be located nearer than five feet (5') 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 six thousand (6,000) square feet and a width of less than sixty feet (60') at the front building set-back line, except that a dwelling may be erected or placed on Lots 6 and 7 in Block 1, and on Lots 20, 21, 22, 23, 24, and 25 in Block 2 as shown on the recorded plat.

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 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. The erection and use of outside toilets is strictly prohibited.

G: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than fifteen hundred (1500) square feet.

H: No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

I: 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, mineral 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.

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: 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.

L: Easements affecting all lots in the Addition are received as shown on the plat for utility installation and maintenance and by that instrument dated November 19, 1953 from Woodside Building Co., Inc. to Houston Lighting & Power Company filed in the office of the County Clerk of Harris County, Texas under File No. 1198768, together with easement ten feet (10') wide across Lot 1 in Block 1 lying immediately north of and adjoining the Humble Pipe Line Company easement which crosses such lot.

M: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982, at which time the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

N: 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 covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

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

WITNESS our hands this the 18th day of January, A. D. 1954.

ATTEST:

M. J. Armitage
Secretary

WOODSIDE DEVELOPMENT CO., INC.

By William H. Manser
President

WOODSIDE BUILDING CO., INC.

By Frederick W. Barnett
Vice President

ATTEST:

Leah P. ...
Assistant Secretary

W. R. Byrd
(W. R. Byrd)

Mable T. Byrd
(Mable T. Byrd)

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BEFORE ME, the undersigned authority, on this