

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

THAT, whereas, RODEO REALTY COMPANY, is the owner of a tract of land which has been subdivided and platted as WESTWOOD, SECTION NO. 4, a plat of said subdivision having been filed for record under File No. 879848; and a replat of Blocks Thirty-five (35), Thirty-six (36), and a part of Block Thirty-four (34) thereof, having been filed for record under File No. 993224, all in the Plat Records of Harris County, Texas; and

Whereas, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands in said WESTWOOD, SECTION No. 4, that there be established and maintained a uniform plan for the improvement and development of the lots in said addition as a highly restricted and modern subdivision.

NOW, THEREFORE, we, RODEO REALTY COMPANY, being the owner of all of said WESTWOOD, SECTION NO. 4, acting herein by and through its officers duly authorized so to do by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on RODEO REALTY COMPANY, and all parties and persons claiming under it until November 15, 1977, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless by duly recorded instrument, signed by a majority of the property owners in said addition, it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If RODEO REALTY COMPANY, or any of its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said WESTWOOD, SECTION NO. 4, to prosecute any proceedings, at law or in equity, against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one 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.

A) No lot shall be used except for residential purposes. No structure 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.

B) No building shall be erected, placed or altered on any 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 to topography and finished ground elevation, by a committee composed of IRA BERNE, EDGAR O. BOTTLER and I. MARK WESTHEIMER, 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 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 ten years from date. 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 setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to 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. No residence or attached appurtenance shall be erected on any lot farther than 45 feet from the front lot line.

D) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,000 square feet or a width of less than 56 feet at the front building setback line.

E) No noxious or offensive trade or activity 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.

F) No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

G) No residential structure shall be placed on any lot unless, if the building is a one-story structure its living area has a minimum of 1,000 square feet of floor area exclusive of porches and garage, and if the building is a one and one-half or two-story structure, that it shall have not less than 900 square feet of ground floor area exclusive of porches and garage.

H) Easements for installation and maintenance of utility and drainage facilities are reserved as shown of the recorded plat.

I) Outside toilets are strictly prohibited.

J) The raising or keeping of hogs, poultry, fowls or other livestock on any part of the subdivision is strictly prohibited.

K) Bridges constructed over property line ditches shall be of concrete pipe and of a size not less than 18 inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded.

L) No sign of any kind shall be displayed to the public view 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.

M) No oil drill, 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.

N) 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.

The restrictions hereinabove set out shall not cover and apply to those certain two tracts of land known and identified as RESERVE "A" and RESERVE "B" in the replat of Blocks 35, 36 and part of Block 34 of said WESTWOOD, SECTION NO. 4, which said replat has been duly recorded in the Map Records of Harris County, Texas, under File No. 993224, said two reserved areas being expressly excluded from the application of the foregoing restrictions.

EXECUTED this 15th day of November, 1952.

ATTEST:
Geraldine Dunman

Secretary

RODEO REALTY COMPANY
Ira Berne

President