

CHANGED RESTRICTIONS

FOR

WEST LANE ANNEX

STATE OF TEXAS X  
 COUNTY OF HARRIS X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by that certain instrument (which instrument is hereinafter referred to as the "Original Restrictions") dated June 15, 1960, filed for record on June 30, 1960, and duly recorded in Volume 4068, Page 372 et seq. of the Deed Records of Harris County, Texas, the then owners of property placed and imposed certain restrictions, covenants and conditions upon and against lots and property in the subdivision known as WEST LANE ANNEX, (hereinafter called "West Lane Annex") according to the map or plat of said subdivision recorded in Volume 25, Page 11 of the Map Records of Harris County, Texas, reference to which original restrictions and map or plat of said West Lane Annex is here made for all purposes; and,

WHEREAS, paragraph (1) of said Original Restrictions reads and provides as follows:

"These covenants are to run with the land and shall be binding on all signatories hereto and all persons claiming under them until January 1, 1974, at which time and thereafter, such covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the properties affected by this instrument it is agreed to eliminate such covenants or to change same in whole or in part."

and,

WHEREAS, the said Original Restrictions are still in effect and have not been heretofore changed; and,

WHEREAS, the persons signing and executing this instrument or a counterpart hereof collectively constitute and comprise a numerical majority of the Owners of the lots in WEST LANE ANNEX, as such lots were

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originally platted as shown on the recorded subdivision plat above mentioned, as well as a numerical majority of all property owners in said WEST LANE ANNEX, counting ownership of a husband and wife as one Owner, and are hereinafter collectively referred to as the "Majority of Owners"; and,

WHEREAS, the Majority of Owners, acting in pursuance of the authority granted to them by and in said paragraph (1) of the Original Restrictions, have voted and by executing this instrument or a counterpart hereof do vote to change the Original Restrictions so that on and after January 1, 1984, and for the period of their duration, the restrictions, covenants, and conditions hereinafter set forth shall apply to and govern the use, development and improvement of affected lots and property in WEST LANE ANNEX, in lieu and in place of the Original Restrictions:

NOW, THEREFORE, the Majority of Owners of lots subject to said Original Restrictions do hereby adopt, place and impose the restrictions, covenants and conditions hereinbelow set forth, which shall be deemed to be covenants running with the land for the period of their duration, upon and against and for the benefit of each and all lots in WEST LANE ANNEX covered by these restrictions. The word "lots" as used in this instrument means, includes and is defined as the seventy-seven (77) lots of the (ninety ((90) lots originally platted, numbered as lots One (1) through Ninety (90), as shown on said map of WEST LANE ANNEX. In this connection, the following is understood: (1) Lots 2 through 7, Block 1 are covered by Declaration of Restrictive Covenants dated October 20, 1976, recorded in Harris County, Texas, October 25, 1976, and having Harris County Clerk's File No. E931444, Film Code 151-14-0893 et seq. (2) Lot 46, Block 1, and Lots 1, 71, 72, 88, 89 and 90, Block 4, are not covered by these restrictions. It is agreed that if any of the restrictions, covenants, or conditions hereinafter set out shall be invalid or shall be held invalid by the final judgment or order of any Court of competent jurisdiction, or if any of them shall not be legally enforceable for any reason, the remaining restrictions, covenants and conditions shall not be affected or impaired thereby, but shall be and remain in full force and effect; and it is

agreed that all of the present owners of the affected lots in this subdivision and their heirs, executors, administrators, successors and assigns, and all persons or parties now or hereafter claiming or having any interest in any of the affected lots of WEST LANE ANNEX, shall observe and be bound by these restrictions, covenants and conditions, and the same shall be and remain in full force and effect for the period of their duration as below set forth. If any person, firm or corporation shall violate or attempt to violate any of the restrictions, covenants or conditions hereinbelow set forth, it shall be lawful for any other person, firm or corporation holding or having any interest in any affected lot in WEST LANE ANNEX to institute and prosecute any suit at law or in equity against the person or persons or party or parties violating or attempting to violate any of said restrictions, covenants or conditions, either to enjoin or prevent him or it or them from so doing and/or recover damages or other dues or both. The restrictions, covenants and conditions hereinbelow set out constitute a general and uniform plan or scheme of restrictions and they are designed to make WEST LANE ANNEX more attractive as a residential subdivision and to protect and enhance the value of the lots for residential purposes, and they are as follows:

1. It is the desire of the present owners to be fair and equitable, in all matters pertaining to the enhancement of WEST LANE ANNEX as a residential subdivision, to all persons or parties now and hereafter having any interest in any of the present affected lots, or lots or property which are within any townhouse subdivision in WEST LANE ANNEX. Therefore, after January 1, 1984, for the purpose of participation in any future elections, partitions, or instruments relating to restrictions, covenants or conditions of WEST LANE ANNEX as a whole, the term "Owner" or "Lot Owner" shall be interpreted as one owner per affected lot as originally platted, said lot being one (1) of the originally platted ninety (90) lots as shown on the subdivision plot for WEST LANE ANNEX recorded in Volume 25, page 11 of the Map of Records of Harris County, Texas, except that any lot plus a fractional part of an adjacent lot acquired after January 1, 1984 shall be called "One Lot" and

the part remaining of said adjacent lot shall be called "One Lot". The intention of this condition is that seventy-seven (77) Lot Owners shall continue to constitute the basis for a Majority of Owners of WEST LANE ANNEX subdivision regardless of the number of future replatted lots or future configuration of present lots, while still allowing all affected property owners within WEST LANE ANNEX to share in any decisions made in the future regarding the subdivision as a whole.

2. Each lot shall be known and described as a residential lot and shall be used for residential purposes only. The term "residential purposes" as used herein shall without exception or limitation be held and construed to exclude hotels, motels, tourist courts, rental apartment buildings, duplex houses, rooming houses, mobile homes, hospitals, clinics or office buildings, and all business, commercial, trade and/or professional uses. All of the aforesaid expressly excluded structures and uses, as well as all other non-residential uses not herein expressly mentioned, are hereby expressly prohibited.

3. Except as provided for and permitted in paragraph numbered 4., below, no building or structure shall be constructed, erected, remodeled, altered or placed or permitted to remain on any lot in WEST LANE ANNEX, other than one (1) detached single-family dwelling house, not to exceed three (3) stories in height, and a private garage which may be attached or detached, for one or more cars. This restriction however, shall not be construed to prevent the inclusion of servant quarters in connection with the garage for the use and occupancy of bona fide domestic servants employed on the premises or to prohibit such bona fide domestic servants employed on the premises from occupying any room or rooms in the main dwelling house, nor shall this restriction prevent the construction or placing of out-buildings on any lot, provided such out-buildings shall be used only for domestic purposes in connection with the use and enjoyment of the main dwelling house.

The exterior walls of any detached, single-family dwelling house constructed or erected on any lot after January 1, 1984, shall be at least 513

brick or brick veneer, or masonry material approved by the restriction enforcement committee, not counting the areas consisting of doors, windows, or plate glass. The street building set-back lines shown on the subdivision map of WEST LANE ANNEX shall be observed and complied with in connection with the construction of any building or structure after January 1, 1984, on any lot. The set-back lines for the sides of any building or structure constructed after January 1, 1984, on any lot, shall be five-(5) feet for one story, seven and one-half (7-1/2) feet for one and one-half stories, ten (10) feet for two stories and two and one-half stories, and fifteen (15) feet for three stories. The only exception to the aforementioned side set-back lines shall be with written consent of the Owner/Owners of the adjacent property and the restriction enforcement committee prior to the start of construction.

4. At any time after any affected lot or lots in WEST LANE ANNEX become vacant by the removal or demolition of all improvements thereon, then any such vacant lot or lots may be used to build and construct a new detached, single-family dwelling house thereon, in accordance with the provisions of preceding paragraph, or any such vacant lot or lots may be re-platted as a townhouse subdivision, if required by Ordinance or Statute, or subdivided without re-platting if not so required, provided that such subdivision shall meet the requirements, rules and regulations of the City of Houston.

All of the property constituting any such townhouse subdivision shall be subject to each and all of the restrictions, covenants and conditions contained in this instrument, however, the subdivider or developer of any such townhouse subdivision may impose additional restrictions, covenants or conditions on the property constituting such townhouse subdivision provided that the same shall not violate or be opposed to or in conflict with any of the restrictions, covenants and conditions set out in this instrument.

After January 1, 1984, townhouse subdivisions shall be considered a collective Owner or Owners as stipulated in Item 1, in matters relating to WEST LANE ANNEX as a whole. The developer or subdivider may reserve this

voting privilege or may apportion individual voting rights to each property or lot owner within said townhouse subdivision, the sum of such votes to constitute One Lot Owner. The method of determining how a townhouse subdivision shall participate as One Lot Owner per originally platted lot shall be at the sole discretion of the subdivider or developer; however, it is incumbent on such subdivider or developer to advise said property or lot owners of these restrictions and/or clearly state his decision regarding this restriction in additional restrictions, covenants or conditions for such lots or property which are within such townhouse subdivision.

The land area which must be embraced and encompassed by any townhouse subdivision shall consist of one (1) or more lots, or one (1) lot plus a fractional part of any adjacent lot.

The exterior walls of any townhouse structure facing or siding on any public or private street shall be at least 51% brick or brick veneer, or masonry approved by the restriction enforcement committee, not counting the area which consists of doors, windows, or plate glass.

5. Nothing contained in this instrument shall prohibit or prevent the Owner of any detached, single-family dwelling house, or the Owner of any townhouse from renting or leasing his dwelling unit to any tenant or lessee, provided that any such rental or lease shall be subject to the restrictions, covenants and conditions contained in this instrument.

6. No water well, septic tank or cess pool shall be permitted in WEST LANE ANNEX.

7. The raising or keeping of cattle, horses, hogs or other livestock or poultry in WEST LANE ANNEX is strictly prohibited. Household pets may be kept provided they are not kept in such number as would constitute a nuisance in law or in fact and are not kept or bred for commercial purposes.

8. No sign of any kind shall be displayed to the public view on any lot, except that one (1) sign of not more than nine (9) square feet may be displayed to advertise the property for sale or for rent.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste matter and garbage shall be kept in sanitary containers which shall be maintained in a good, clean, and sanitary condition.

10. No oil drilling, oil development operations or mining operations of any kind shall be permitted upon any lot in WEST LANE ANNEX, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derricks or other structures designed for use in the boring for oil, gas or other minerals or for water, shall be erected, maintained or permitted upon any lot.

11. No lot shall be used for any illegal or immoral purpose or for any purpose in violation of any of these restrictions or of the laws of the United States or of the State of Texas or any political subdivision thereof, or in violation of police, health, sanitary, building or fire codes or regulations relating to or affecting the improvement, use, occupancy or possession of any of the lots in this subdivision.

12. No lot shall be used or occupied for any business, professional or commercial purpose, except that notwithstanding any other provision of this instrument to the contrary, the builder of any townhouses may use any townhouse for eighteen (18) months as a model unit and as a sales office for the sale of townhouses in the townhouse subdivision.

13. All vacant lots and all yards and grounds of improved lots shall be kept in a clean, attractive, safe and sanitary condition, and all weeds and grass shall be cut periodically as may be required for compliance with the provisions of this paragraph.

14. No violation of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignee of any mortgage, trustee, or lienholder under any mortgage or Deed of Trust.

15. All detached single-family houses on lots having frontage on Lana Lane shall face Lana Lane and all other dwellings except those having frontage on Mid Lane shall be arranged so that the rear of any dwelling shall not face on Lana Lane.

16. All detached single-family houses on lots having frontage on Hackberry

shall face Hackberry and all other dwellings except those having frontage on Mid Lane shall all be arranged so that the rear of any dwelling shall not face on Hackberry.

17. The restrictions, covenants and conditions herein contained shall become effective January 1, 1984, and shall be, remain and continue in effect for a "primary term" of twenty-five (25) years, expiring on January 1, 2009, but in the event it shall be finally adjudged by the final judgment of a Court of competent jurisdiction that the Majority of Owners do not have the Power or authority to make said "primary term" continue for a period of twenty-five (25) years, then it is agreed that said "primary term" shall be for a period of ten (10) years, expiring on January 1, 1994; and it is further agreed and stipulated that on the expiration date of the "primary term" of these restrictions, covenants and conditions, then the same shall be automatically extended for successive extended terms of ten (10) years each, unless at any time within the two (2) year period immediately prior to the expiration of said primary term or any ten (10) year extended term, a majority of the then owners of the lots in WEST LANE ANNEX, may execute, acknowledge and file for record in the Office of the County Clerk of Harris County, Texas, a written instrument agreeing to terminate or change said restrictions, covenants and conditions, in whole or in part; provided, however, that no such termination or change shall in any manner terminate, change or affect any restrictions, covenants or conditions adopted by any subdivider or developer for any of the lots or property which are within any townhouse subdivision.

18. It is the purpose and intent of the Majority of Owners by this instrument in pursuance of paragraph (1) of the Original Restrictions to make the restrictions, covenants and conditions herein contained binding upon and against all affected lots and property and the present and future owners of all affected lots and property in WEST LANE ANNEX, and their heirs, executors, administrators, successors, devisees and assigns.

19. For convenience of the owners, this instrument has been prepared for execution in multiple counterparts, and it is agreed that all counterparts



shall constitute one and the same instrument, and that whenever any person signs any counterpart hereof it shall be the same as if such person had signed all counterparts hereof.

20. All re-platted townhouses shall provide two and one-half (2-1/2) off street parking spaces per single dwelling.

21. Any new single-family residence or townhouse constructed on said lot covered by these restrictions shall have a living area of not less than thirteen hundred and fifty (1,350) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages.

22. A restriction enforcement committee for WEST LANE ANNEX shall be established and shall consist of five (5) affected lot owners, or their legal representatives, to be elected at a meeting by a majority of such owners of WEST LANE ANNEX to be held on the second Tuesday of January 1984, at 7:00 p.m. Future annual meetings and/or elections shall be held on the second Tuesday in January if a petition for such meeting and/or election is presented to the committee on or before January 1 with the signatures of ten percent (10%) of the affected lot owners, at a time and place to be designated by such owners.

The above committee is hereby vested with the full rights and duties to act under the herein contained restriction. A majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member or members of the committee, the remaining member or members shall have the full right and authority to designate a successor member or members for the balance of the elected term or terms. Neither the members of such committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions.

The restrictions enforcement committee shall have the duty and right to review all plans and specifications of any proposed development, building or construction on any lot in the area covered by these restrictions, prior to the actual beginning of any construction. No building, structure, fence,

wall or other improvement shall be commenced, erected or maintained upon said area, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications thereunder shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, guest parking spaces, walks and topography, by the restriction enforcement committee. The submitted plans and specifications shall specify in such form as the restriction enforcement committee may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. The restriction enforcement committee shall have the right to specify a limited number acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement on any lot. It shall also have the right to specify requirements for each lot as follows: maximum roof height, the location, height and extent of fences, walls or other screening devices; and the orientation of the living units with respect to garage access and major entry or frontage. The restriction enforcement committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed, or meet its minimum construction requirements or architectural design requirements (or that might not be compatible, in the sole discretion of the restriction enforcement committee, with the design or overall character and aesthetics of the land covered by these restrictions.

The restriction enforcement committee's approval or disapproval of the submitted plans and specifications shall be in writing. In the event such committee, or designated representative, fails to approve or disapprove the above plans or specifications within thirty (30) days after both have been submitted to it, or, in any event, if no suit to enjoin the erection of such development, building or construction or the making of such alterations has been commenced prior to the completion thereof, such

approval will not be required and the related covenants and restrictions set out herein shall be deemed to have been fully complied with.

The date of execution of this instrument shall be deemed to be July 1, 1983, regardless of the date when any person actually signs or acknowledges this instrument. The lot or lots owned by each person executing this instrument is shown opposite his signature, and reference is made to the Deed Records of Harris County, Texas, and to the Official Public Records of Real Property of Harris County, Texas, for a more complete description of the property in WEST LANE ANNEX, owned by each person signing this instrument. When a lot is owned by both a husband and wife, then the words "person" or "Owner" as used herein means both the husband and wife collectively, and the masculine gender includes the feminine, and both constitute one Owner.

(68) SIGNATURES OF OWNERS:  
Paul E. Hartmann

LOT(S) OWNED:  
Lot(s) 47 Blk 1

(69) \_\_\_\_\_  
NONE

Lot(s) 13 Blk 1

(Signature of spouse, if any and if none write "None")  
David R. Park, Jr.

(Signature of spouse, if any and if none write "None")  
W. G. BANDY

Lot(s) 73 Blk 4

NONE  
(Signature of spouse, if any and if none write "None")  
LINDA HELDER

Lot(s) 21 Blk 2

(Signature of spouse, if any and if none write "None")  
Bill J. Grabe

Lot(s) 40 Blk 1

NONE  
(Signature of spouse, if any and if none write "None")  
Stephen E. Smith

Lot(s) 37 Blk 1

(Signature of spouse, if any and if none write "None")

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.