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BRUCE W. WALLACE
2708 MIDLANE
HOUSTON 77027

CHANGED RESTRICTIONS

FOR

114-13-0002

WEST LANE PLACE

STATE OF TEXAS

I
I
I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, by that certain instrument (which instrument is hereinafter referred to as the "Original Restrictions") dated September 1945, filed for record on September 24, 1945, and duly recorded in Volume 1403, Page 262 et seq. of the Deed Records of Harris County, Texas, the then owners of the property placed and imposed certain restrictions, covenants and conditions upon and against the lots and property comprising and constituting the subdivision known as WEST LANE PLACE, (hereinafter called "West Lane Place") according to the map or plat of said subdivision recorded in Volume 21, Page 32 of the Map Records of Harris County, Texas, reference to which original restrictions and map or plat of said West Lane Place is here made for all purposes; and,

WHEREAS, paragraph M of said Original Restrictions reads and provides as follows:

"These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots, it is agreed to change the said covenants 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

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majority of the Owners of the lots in WEST LANE PLACE, as such lots were 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 PLACE, 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 M 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, 1975 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 the lots and property in WEST LANE PLACE, in lieu and in place of the Original Restrictions:

NOW, THEREFORE, the Majority of Owners 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 of the lots in WEST LANE PLACE. The word "lots" as used in this instrument means, includes and is defined as the thirty-eight (38) lots originally platted, numbered as lots One (1), through Thirty-eight (38), as shown on said map of WEST LANE PLACE, and the fractional lots which were created out of Lots Four (4), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-two (22), Twenty-three (23), Thirty-four (34), Thirty-five (35), Thirty-six (36) and Thirty-seven (37), which fractional lots have been improved, used and occupied as separate lots and which shall be deemed to constitute "lots" for all purposes

concerned in this instrument; accordingly, there are now a total of forty-five (45) lots in WEST LANE PLACE, consisting of twenty-seven (27) lots as originally platted and eighteen (18) fractional lots, each of which originally platted lots and fractional lots constitute a "lot" as the word "lot" is used in this instrument. 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 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 "lots" (as herein defined) of WEST LANE PLACE, 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 lot in WEST LANE PLACE 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 PLACE 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. The recognition of the fractional lots heretofore created and hereinabove recognized as a "lot" shall not imply that any further or additional fractional lots may be created, and it is agreed that no further or additional fractional lots may be created out of any of the lots in this subdivision, except that lots being or becoming vacant may be subdivided into "townhouse lots" as permitted in paragraph numbered 4., below.

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, 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 PLACE, other than one (1) detached single-family dwelling house, not to exceed two (2) stories in height, and a private garage which may be attached or detached, for one (1) 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 and shall not be used for living quarters at any time.

The exterior walls of any detached, single-family dwelling house constructed or erected on any lot after January 1, 1975, shall be at least 51% brick or brick veneer, 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 PLACE shall be observed and complied with in connection with the construction of any detached, single-family dwelling house after January 1, 1975 on any lot.

4. At any time after any lot or lots in WEST LANE PLACE 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, provided that such subdivision shall meet the requirements, rules and regulations of the City of Houston and that the map or plat of any such townhouse subdivision shall be approved by the City Planning Commission of the City of Houston and filed for record in the office of the County Clerk of Harris County, Texas, in which case a single-family townhouse not exceeding three (3) stories in height may be built and constructed on each of the townhouse lots contained in any such townhouse subdivision, the number of lots to be contained in any such subdivision to be determined by the subdivider with the approval of said City Planning Commission.

RECORDER'S MEMORANDUM:
All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recording

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.

The land area which must be embraced and encompassed by any townhouse subdivision shall consist of one (1) or more lots as the word "lots" is hereinabove defined, and no fractional part of any lot (except those fractional parts now constituting a "lot" as hereinabove defined) shall be used for or included in any townhouse subdivision.

The exterior walls of any townhouse structure facing or siding on any public or private street and the exterior front and side walls any building shall be at least 51% brick or brick veneer, 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 in this instrument.

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

7. The raising or keeping of cattle, horses, hogs or other livestock or poultry in WEST LANE PLACE 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.

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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 PLACE, 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.

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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 mortgagee, trustee or lienholder under any mortgage or Deed of Trust.

15. All detached single-family houses on lots having frontage on Mid Lane Drive shall face Mid Lane Drive, except that any such house on Lot 1 or 2 may face Westheimer Road or Mid Lane Drive, and all other dwellings shall be arranged so that the rear of any dwelling shall not face on Mid Lane Drive or West Lane Drive.

16. The restrictions, covenants and conditions herein contained shall become effective on January 1, 1975, and shall be, remain and continue in effect for a "primary term" of twenty-five (25) years, expiring on January 1, 2000, 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, 1985; 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 PLACE, excluding lots contained in any townhouse subdivision or condominium apartment project, 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 or condominium apartment project.

17. It is the purpose and intent of the Majority of Owners by this instrument in pursuance of paragraph M of the Original Restrictions to make the restrictions, covenants and conditions herein contained binding upon and against all lots and property.

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and the present and future owners of all lots and property in WEST LANE PLACE, and their heirs, executors, administrators, successors, devisees and assigns, and in the event it shall be finally adjudged by the final judgment of a Court of competent jurisdiction that this instrument is not binding on all owners then it is agreed that this instrument shall not be binding on any owner even though such owner may have signed this instrument or a counterpart hereof.

18. 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.

The date of execution of this instrument shall be deemed to be July 1, 1974, regardless of the date when any person actually signs or acknowledges this instrument. The lot, or the fractional part of a lot or lots which constitute a "lot", as defined in this instrument which 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 in Harris County, Texas, for a more complete description of the property in WEST LANE PLACE, owned by each person signing this instrument. When a lot is owned by both a husband and wife then the words "persons" or "Owner" as used herein means both the husband and wife collectively, and the masculine gender includes the feminine, and both constitute one Owner.

19. All re-platted townhouses shall provide two and one-half (2½) off street parking car spaces per dwelling.

20. Any new single family residence or townhouse constructed on said lot covered by these restrictions shall have a living area of not less than eighteen hundred (1,800) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages.

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21. A restriction and enforcement committee for West Lane Place shall be established and shall consist of five (5) present lot owners or present partial lot owners, or their legal representatives, to be elected at an annual meeting by a majority of such owners of West Lane Place. Such election shall be held on the second Tuesday of January, at 7:00 P. M., at a 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 restrictions. 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 restriction 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

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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.