

## WEST LANE PLACE, SECTION 3

WHEREAS, JESS LITTLE, is the sole owner of the lots and properties situated in WEST LANE PLACE, SECTION THREE (3), an Addition to the City of Houston, Harris County, Texas, as per the plat of said addition, filed for record in the Office of the County Clerk of Harris County, Texas under File No. 597035, in the Map Records of Harris County, Texas; and

WHEREAS, the lots so owned by the undersigned are about to be placed on the market for sale and it is desired that a uniform plan of restrictions be adopted and placed of record with respect to said lots;

NOW THEREFORE, JESS LITTLE does hereby declare that from henceforth the following restrictions shall apply with respect to said lots in said addition and said lots from henceforth be subject to said restrictions more fully set out, to-wit:

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming unto them until January 1, 1974, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

(2) 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 persons owning real property situated in said addition to prosecute any proceedings in 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.

(3) No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than fifty-five feet at the minimum building set back line or an area of less than 5,500 square feet, except that a dwelling may be erected or placed on Lot No. Fifteen as shown on the recorded plat.

(4) No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall anyone owning property in this addition keep any livestock or fowl of any kind thereon.

(5) No part of the property shall be sold, rented, conveyed, or used or occupied in whole or in part to any party not of the caucasian race except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with any owner or tenant.

(6) No trailer, basement, tent, shack, garage, barn or other buildings erected in this tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto a building plot in the addition without the written consent of a planning committee hereinafter referred to.

(7) No lot shall be used except for residence purposes. No building shall be erected, altered, placed or permitted to remain on any lots other than one detached single-family dwelling not to exceed two stories in height and a private garage for not ore than two cars and servants quarters, said dwelling to contain a minimum of 900 square feet, exclusive of porches and attached garages.

(8) No building shall be located nearer to the front line or nearer to the side street line than the building set back lines as shown on the recorded plat. Said front line restriction being twenty (20') from the front line. No building shall be located nearer than five (5') feet to any side line except that the side line restriction shall not apply to a detached garage or other out building located on the rear one-quarter of the lot. Detached garages shall be located t least three (3') feet from the side line.

(9) Easements effecting all lots in this tract are reserved as shown on the recorded plan for utility installation and maintenance and in addition to the easements designated on said plat there is hereby designated and dedicated for the use of all public utilities companies an unobstructed aerial easement five (5') feet wide from a plane twenty (20') feet above the ground upward located adjacent to said easements as dedicated on said plat.

No building shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a committee composed of George Uits, Paul McConnell and Jess Little, said plans to be approved in writing by the signature of one of the members of said committee. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. In the event of death or resignation of any one of the members of said committee, the remaining member, or members, shall have full authority to approve or disapprove said design and location, or to designate a representative with like authority.

In the event that said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in the event, if no suit to enjoin the erection of such building or the making of such alterations has been commended prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither of the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this agreement. The powers and duties of such committee and of its designated representatives shall cease on and after January 1, 1954. Thereafter the approval described in this covenant shall not be required unless, prior to said date 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.

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

(11) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or 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 clean and sanitary condition.

(12) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

EXECUTED this the 31 day of March A. D. 1949.

Signed (Jess Little)

(Fully notarized, etc.)

NOTE: This document has been transcribed by Fisher Trigg on May 6, 2008 from a duplicate copy (attached hereto) being recorded on Page 43 of Volume 1912 of the Deed Records of Harris County, Texas.