

W. Edgement

827J MAR 14

DEED RECORDS  
827J MAR 13

124-25-1972

871 MAR 12 AM 10 27

DEED RECORDS

827J MAR 12

Also V. 8188, pp 2-3 ff.  
(1715-1731 South Blvd)

124-25-1971

RESTRICTION RENEVAL

WEST EDMONT ADDITION  
CITY OF HOUSTON, TEXAS

October 1, 1969

For the purpose of creating and carrying out a uniform plan for the continued high class residential character of a portion of West Edgement, an addition in Houston, Harris County, Texas, according to plat thereof, filed in the office of the County Clerk, Harris County, Texas, on the 26th day of March, 1924, under Clerk's File No. 145,495, all of the respective property owners (representing 100% of the newly restricted area) desire to restrict the use and development of the property to insure that it will continue to be the high class restricted residential district it now is:

NOW, THEREFORE, the below named property owners of the area now known as West Edgement, an addition in Harris County, Texas, according to the plat thereof, filed in the office of the County Clerk, Harris County, Texas, on the 26th day of March, 1924, under Clerk's File No. 145,495, hereby impose the following renewing and updating restrictions of their respective lots, which shall constitute covenants running with the land, and shall inure to the benefit of each and all of the other property owners of West Edgement, their successors and assigns, and to each and every purchaser of land in said Addition, and their assigns, by incorporating these restrictions in any subsequent deed, and all of said beneficiaries shall have the right to enforce such restrictions using whatever legal method is deemed advisable; and if any one or more of such restrictions shall be held to be invalid, or for any reason is not in force, the same shall be affected as if the same were in force.

shall remain in full force and effect.

GENERAL RESTRICTIONS

(1) These restrictions shall be effective immediately upon the signing of each respective property owner to do so and shall continue thereafter until January 1, 1990, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square foot area of this newly restricted portion of West Edgement as it presently exists or as it may exist on an Anniversary date in the future, may release all of the lots hereby restricted from any one or more of said restrictions, or may release any lot from any restriction imposed hereof by or created by deed from the grantors to the signors hereof on either January 1, 1990, or at the end of each successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the County Clerk of Harris County, Texas at any time prior to January 1, 1985, or at any time prior to five years preceding the expiration of any succeeding ten year period thereafter.

(2) This property shall be used for residential purposes only.

(3) As to lots fronting on all streets in the subdivision other than Bissonnet Street, only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on portions of two or more lots provided such tract constitutes a home site as defined in the succeeding paragraph. As to lots fronting on Bissonnet Street, more than one residence may be constructed on each lot provided that such structure shall not exceed three (3) stories in height above the ground.

(4) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited.

(5) The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvement, except roofs. Except on Bissonnet Street, present (1969) building lines should be maintained.

(6) No garage or out building on this property shall be used as a residence or living quarters, except by employees engaged on the premises, or as a temporary guest house.

(7) No livestock, fowl, etc., of any kind shall be staked, pastured, cooped, or penned in the subdivision other than household pets.

(8) Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. The Edgement Civic Association (during an owner's prolonged absence or neglect) may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs, and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

(9) No signs, billboards, posters, or advertising devices of any character shall be erected anywhere in the subdivision without the written consent of the Edgement Civic Association, and such permission, if granted, shall be revokable at any time.

(10) Violations of any restrictions, conditions or

to enter upon property where such violation exists and summarily abate or remove the same.

(11) Edgemont Civic Association shall have the right to modify the restrictions with reference to location of set back or sideline restrictions of any of the improvements, and the direction in which they shall face to such extent as it deems for the best interest of the subdivision as a whole, but such modification must be in writing.

(12) If a garage, servants house, or other out building is made an integral part or is connected thereto in a manner approved by the Edgemont Civic Association upon submission of plans and specification as herein provided, the set back distances from the front and sidelines of lot will then automatically become identical with those stipulated for the residence itself.

(13) Houses or residence constructed shall have a minimum cost which in the opinion of the Edgemont Civic Association acting through its duly elected officers and duly authorized committees will result in a structure maintaining the class and character of its proposed location. Such approval shall never be unreasonably withheld. When proposed building plans have been submitted for approval, a decision shall be rendered by the Edgemont Civic Association within thirty (30) days thereafter, and if approval is not granted within that time the prospective builder shall be entitled to have a special meeting called by the President of the Edgemont Civic Association to consider the proposed building plan so that a total of not more than 45 days shall have elapsed from the time of submission of the proposed building plans to a final decision.

(14) The Edgemont Civic Association shall function as representatives of all of the subscribing property owners

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to assure against depreciation of the property values in the subdivision by giving its attention to the matters herein set out as proper functions of such association, and shall be authorized to:

1. Collect and expend in the interest of the subdivision as a whole, the annual dues from each home owner in the amount of \$25.00 per year, or as subsequently established by majority vote of the property owners.
2. Enforce, by appropriate proceedings with available assistance of municipal authorities, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided.
4. Approve or reject plans and specifications for improvements to be erected in West Edgemont as herein provided.
5. Employ from time to time, an architect or architects for advice with reference to approval of improvements to be constructed in this subdivision if, in the opinion of the duly elected or appointed members of said Association such architectural services are required.

(15) Under the functions of the Edgemont Civic Association the annual charges levied by the Association shall be held by said Association in TRUST and used for the benefit of subscribing owners and such sum may be expended by the Association for any purpose, which in its judgment, will be most effective in maintaining the property values in this area, including, but not by way of limitation architectural approval as hereinbefore stated, employing policemen, or watchmen, caring for vacant lots and trees thereon, fogging or spraying for control of mosquitoes and other insects, and in doing any other thing necessary or desirable, which in the opinion of the Edgemont Civic Association, will keep the property neat and presentable, or for any other purposes which

the Association considers will benefit the owners or occupant of property in the area.

(16) To secure the payment of the annual charge levied against each home owner, or confirming building site, a Vendor's Lien shall be reserved commencing annually for the fiscal year beginning on October 1, 1970, which lien shall be enforceable through appropriate proceedings at law by the Association.

Dated in Houston, Texas, this the 1st day of October, 1969.

EDGEMONT CIVIC ASSOCIATION

By /s/ Stuart Haysworth  
 Preside

ATTEST:

/s/ Ellen H. Wilkerson  
 Mrs. Ellen H. Wilkerson, Secretary

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