

**Deed Restrictions for  
Willowbend Section One**

**State of Texas County of Harris**

**KNOW ALL MEN BY THESE PRESENTS: That WILLOW BEND, INC., WILLOW GLEN, INC. and T.G.P.m. Co., Inc., owners of that certain tract of land known as WILLOW BEND, SECTION 1, being a subdivision of 77.8967 acres out of the W.N. BRONAUGH SURVEY, Abstract 135, in Harris County, Texas, according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, under County Clerk's file No. 1146388, do desire to place the restrictions hereinafter set forth upon said WILLOW BEND, SECTION 1, and to have a written instrument of record to define said restrictions:**

NOW THEREFORE, said corporations, all incorporated in Texas, acting herein by and through their duly authorized officers, and joined by all of the lienholders on said land, hereby adopt the restrictions, conditions, covenants, reservations and rights as Covenants running with the land on said WILLOW BEND, SECTION 1, to-wit:

(1) Reserves 'A' and 'B' as shown on said plat of WILLOW BEND, SECTION 1, shall be restricted to the uses of Retail businesses, Professional offices, Theaters and Service businesses.

(2) All the plots, areas or lots shown on the recorded plat of the Subdivision, EXCEPT those described in the proceeding paragraph herein as RESERVE 'A' and RESERVE 'B', shall be known and described as Residential lots. No Building shall be erected, altered, placed or permitted to remain on any Residential lot other than one detached single family dwelling, not to exceed two and one-half (2 1/2) stories in height, and an attached or detached private garage, and/or any other out-building incidental to residential use of said Residential lots, provided that such out-building shall comply in all respects to the restrictions, conditions and covenants herein set forth.

(3) No building shall be erected, placed or altered on any Residential 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 existing structures in said Subdivision, and as to location of the building with respect to topography and finished ground elevation, by a Committee composed of FRANK BURKHARDT, CARTER GROVES and EVERAL L. WEST, all of Harris County, Texas, or by a representative designated by said Committee. In the event of death or resignation of any member of said Committee, the remaining member of members shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said Committee, or its designated representative fails to approve such design and location within 30 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 alternations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such Committee, nor a duly authorized representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee, or its representative shall cease July 1, 1960.

Thereafter the approval described in these covenants shall not be required unless prior to said date and effective therein, 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 excised by said Committee.

(4) No dwelling shall be located nearer to the front line or nearer to the side street line of said Residential lots than the building set back lines shown on the recorded plat. In any event no building shall be located on any Residential lot nearer than 25 feet to the front lot line or 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 of any Residential Lot.

(5) No residential structure shall be erected, placed or permitted on any Residential lot which has an area and width less than the full sized Residential lots as shown on the recorded plat of said Subdivision, nor shall such structure contain less than (51%) brick or stone masonry in the outside walls, nor shall asbestos siding nor composition roofs be used or permitted on any dwelling on said Residential lot.

(6) No noxious or offensive trade or activity shall be carried on upon any lot or plat, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(7) All easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat or said addition.

(8) There is also dedicated an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown on the recorded plat of said addition.

(9) The ground floor area of a main structure, exclusive of open porches and garages, shall be not less than 1400 square feet for a one story dwelling, nor less than 1200 square feet for a dwelling of more than one story on all Residential lots. (For the purpose of this paragraph, in the case of a one-story structure 50% of the area of a screened porch may be included in the ground floor area of the main structure on any of said Residential lots up to a maximum of 60 square feet.) Except Lot 97 in Bloc 5, which shall have a minimum of 1200 square feet in the ground floor living area.

(10) No garage shall be constructed after completion of the main dwelling, unless the materials and design are in harmony with the main dwelling and approved by the aforementioned Committee.

(11) No sign of any kind shall be displayed to the public view on any Residential Lot 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 property during the construction and sales period.

(12) No oil drilling, 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 or drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

(13) No lot shall be used or maintained as a dumping ground for refuse, rubbish, or 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.

(14) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purposes.

(15) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Residential lot 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, or real estate office, temporary or permanent.

(16) No individual water supply system shall be permitted on any lot, nor shall individual sewage disposal systems be permitted thereon.

(17) 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 Residential lot within the triangle area formed by the street property lines, or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway. 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.

(18) Each and every resident or Residential lot owner in this subdivision or addition shall comply strictly with each and all legal, sanitary, health, and police laws, ordinances and regulations as same now exist or may hereafter exist.

(19) No fence, wall or other structure of similar nature shall be permitted nearer to the front lot line than the building line as shown on the recorded plat of the subdivision.

(20) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1973, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.

(21) If the parties hereto or any of them or successors or assigns or any future owner or owners of the lots in this subdivision shall violate any of the covenants herein, it shall be lawful for any other person owning any of said lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant and either prevent him or them so doing or to recover damages or other relief for such violation.

(22) The foregoing remedies are cumulative of any in addition to all other remedies or relief allowed by law and/or in equity to any and all residents and/or lot owners in such subdivision who are or may be injured, damaged or inconvenienced by the violation of any other resident or lot owner or owners in these provisions as same now exist or may hereafter exist.

(23) Invalidation of any one or more of these covenants by judgment or other court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

**IN TESTIMONY WHEREOF, WILLOW BEND, INC., WILLOW GLEN, INC. and T.G.P.m. Co., INC. all Texas corporations, joined herein by all of the lienholders on said WILLOW BEND, SECTION 1, who by these presents**

**assent to and subordinate their liens to the foregoing restrictions and covenants, and reaffirm their acquiescence and subordination to the easements and streets dedicated and platted on said map or plat of WILLOW BEND, SECTION 1, have caused these presents to be executed by their respective officers, and their respective corporate seals affixed this the \_\_\_ day of July, 1953.**