

Ridgecrest Section I  
Original

THE STATE OF TEXAS:

COUNTY OF HARRIS :

689908

PROTECTIVE COVENANTS OF RIDGECREST ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That the Westridge Homes, Inc., acting by and through it's duly authorized officers

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all of Harris County, Texas, being the owner of the following named and described lots and acreage located in Harris County, Texas, an addition to the City of Houston, and being a sub-division of parts of the William Trott Survey, Abstract 766, and the A. H. Osbourne Survey, Abstract 610, and being more particularly hereinafter described, do hereby make and place the following restrictive and protective covenants upon said lots for the use and benefit of ourselves and our successors in title, which said covenants shall run with the land and shall be binding upon us and on all parties and persons claiming under us, to-wit:

The tract or parcel of land lying and being situated in Harris County, Texas, comprising fifty-five and .1933 (55.1933) acres of land, lying partly in the A. H. Osbourne One-third League, Abstract 610, and partly in the William Trott 640 Acre Survey, Abstract 766, and being the same land conveyed by D. A. Kennedy and wife, Gladys Kennedy, on the 14th day of March, 1949, to the Westridge Homes, Inc., and recorded in Volume 1900, Page 421, of the Deed Records of Harris County, Texas, which has been sub-divided into One Hundred Eighty-six (186) dwelling lots and into Nine (9) dwelling blocks, plus Reserve "A", Reserve "B", and Reserve "C" business lots, all as shown on the map of Ridgecrest Addition, as recorded in the Map Records of the County Clerk's office of Harris County, Texas.

It being the purpose of the owner to place against the said lots restrictive protective covenants to safeguard the investments of home owners and purchasers of these lots for thirty (30) years or more. The covenants creating this sub-division to be known as Ridgecrest Addition designates and defines the restrictions and protective covenants of that certain area, and being an addition to the City of Houston, above referred to, and such covenants shall conform to the existing zoning and sub-division regulations, as applied by the proper constituted authorities of the City of Houston, whenever the same are more restrictive than the covenants herein stated.

These covenants of Ridgecrest Addition shall run with the land and shall be binding on all parties and all persons claiming under them until January 1st, A.D., 1980, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

If the parties hereto or any of them or their heirs or assigns or any future owner or owners of the lots in Ridgecrest Addition shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons attempting to violate or violating any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

- A -

1. All lots in the above described area shall be known and described as residential lots, except Reserve "A", Reserve "B", and Reserve "C", which plots and areas have been set aside for a community center and business purposes, which are hereby restricted to local retail stores, offices, shops, utility facilities, retail lumber yard, and theater, as may hereafter be determined by the owner, as shown by the map of Ridgecrest Addition. The right to construct, operate, and maintain a lumber yard shall be specifically limited in it's location to Reserve "A".

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2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant. Rental of such servants quarters, however, is strictly prohibited.

- B -

1. No building shall be erected, placed or altered on any building plot in this sub-division 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 this sub-division, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of M. E. Glosson, H. H. Norman and Marian Norman, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or 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 or disapprove 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 alterations 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 its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease January 1st, 1980. Thereafter the approval described in these covenants shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this sub-division and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

2. In the business areas, no building shall be constructed on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located on any interior business lot nearer than 3 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

- C -

1. No dwelling shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor 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 not be located nearer than 5 feet to any side lot line.

2. No residence or attached appurtenance shall be erected on any lot farther than 65 feet from the front lot line.

- D -

1. No residential structure shall be erected or placed on any building plot which has an area or width less than that shown on the recorded plat, recorded in the Map Records of Harris County, Texas.

- E -

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

- F -

1. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

- G -

1. No dwelling costing less than \$4,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 750 square feet in the case of a one-story structure, and not less than 700 square feet in the case of a one and one-half story or two-story structure.

2. All driveways shall be uniform in construction. The approach from the street to the property line shall be reinforced, 2500# concrete, 14 feet wide at the curb pavement, and extending back to the front property line of the lot 8 feet wide, and on a grade not to exceed 15 per cent.

3. All lots shall have a public concrete sidewalk 42 inches in width across the entire frontage of each dwelling site, except those lots on Ridgecrest Drive facing East, and those lots on Pech Road facing West, which shall have a public concrete sidewalk 48 inches in width across the entire frontage of each dwelling site. All public sidewalks shall be set 6 inches off the front property line in the street, and shall extend to the curb line at all block corners.

- H -

1. Easements affecting all lots are reserved as shown on the original recorded plat, for utility installation and maintenance, above referred to.

2. Main dwellings shall be constructed fronting on the street upon which the lot, as originally dedicated, fronts.

- I -

1. No persons of any race other than the Caucasian race shall use or occupy any building or any lot except that this covenant shall not prevent occupancy by domestic servants of any different race domiciled with any owner or tenant.

#### ADDITIONAL RESIDENTIAL COVENANTS

- J -

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

2. OIL AND MINING OPERATIONS. No oil or gas development operations or refining, or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot for 49 years after date hereof. No derrick or other structure designed for use in drilling for oil or natural gas be erected, maintained or permitted upon any lot for 49 years after date hereof, nor shall any oil, gas or mineral lease be made for 49 years after date hereof by any future owner or owners of property in Ridgecrest Addition.

3. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

4. WATER SUPPLY. No individual water-supply system shall be permitted on any lot.

5. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot.

6. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat.

7. SIGHT DISTANCE AT INTERSECTIONS. 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 trees 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.

8. LAND NEAR WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 10 feet of the property line of the edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

WITNESS our signatures and corporate seal this 14th day of November A.D., 1949.

WESTRIDGE HOMES, INCORPORATED

By: J. S. Norman  
J. S. Norman, President

ATTEST:



Allen L. Taylor  
ALLEN L. TAYLOR, Secretary

THE STATE OF TEXAS:

COUNTY OF HARRIS :

BEFORE me, the undersigned, a Notary Public in and for the State and County aforesaid, on this day personally appeared J. S. Norman, President of Westridge Homes, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation.

GIVEN under my hand and Seal of Office this the 14th Day of November A.D., 1949.

A. A. Weeks, Jr.  
Notary Public in and for Harris County, Texas



Filed for Record Dec. 8, 1949 2:05 P.M.  
Recorded Dec. 19, 1949 10:56 A.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas  
BY Jennie Bracy Deputy

Ridgecrest

ASSESSOR'S BLOCK BOOK FOR HARRIS COUNTY, TEXAS

Block or Abstract No. 190 F Survey or Address [REDACTED] Plat No. [REDACTED] & D. [REDACTED] D. D. [REDACTED]

PATENT		DATE		ACREAGE		CLASS		CERTIFICATE		TO WHOM ISSUED	
No.	Vol.							CHARACTER			

Scale 1" = 100' (one inch)

LA. KENNEDY & CO. P. O. BOX 15 HOUSTON TEXAS

*16th St*



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