

RESTRICTIONS OF SEASCAPE SUB-DIVISION - SECTION I  
A REPLAT OF FLAMINGO BAY SUB-DIVISION - SECTION I

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File No. B-920395

THE STATE OF TEXAS )

COUNTY OF HARRIS )

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Westchester Development Company, Eleanor M. Weidenmeyer, Seascape Construction, Inc., and Southern Investors Construction Co., Inc. are the owners of a tract of land which has been subdivided and platted as SEASCAPE, SECTION ONE, a replat of FLAMINGO BAY, SECTION ONE, a plat of said subdivision having been filed for record under County Clerk's File Number 919441, Plat Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interest of said parties and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, we, Westchester Development Company, Eleanor M. Weidenmeyer, Seascape Construction, Inc., and Southern Investors Construction Co., Inc., being the owners of all of said lots, acting herein by and through officers duly authorized to do so by the respective Boards of Directors, and Eleanor M. Weidenmeyer, a widow, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land hereby substituting the following in their entirety for and in lieu of those restrictions filed for record on the 12th day of September A.D., 1960, and recorded in Volume 4138, Page 354, Deed Records. Harris County, Texas, and these covenants and restrictions shall be binding on Westchester Development Company, Eleanor M. Weidenmeyer, Seascape Construction, Inc., Southern Investors Construction Co., Inc., and all parties and persons claiming under it until January 15, 1985, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of fifteen years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If Westchester Development Company, Seascape Construction, Inc., Southern Investors Construction Co., Inc., or any of their successors or assigns, or Eleanor M. Weidenmeyer, her heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

(a) No lot, except as herein after noted, shall be used except for residential purposes. The "residential purposes" as used herein shall be held and construed to exclude hospital, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars. This restriction shall not prevent the inclusion of one story servant's quarters in connection with a garage, for the of bona fide servants domiciled with an tenant or owner. Lots numbered One (1) and Fourteen (14) in Block One, Lot Fifteen (15) in Block Two, and Lot Eighty three (83) in Block Six may be used as the site of temporary field offices for a period of five (5) years from this date, but only with written permission of SEASCAPE CONSTRUCTION, INC. Reserves shall be used only for the designated purposes shown on the plat.

(b) No building shall be erected, placed or altered on any building plat in this subdivision until 2 sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground excavation, by a committee composed of three (3) officers of SEASCAPE CONSTRUCTION, INC., or by a representative named 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 and location or to designate a representative with like authority. In the event said committee, or its designated representatives fail to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives, shall be entitled to any compensation for services performed, pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten years from date. Thereafter, the approval described in this covenant shall be vested in the SEASCAPE PROPERTY OWNERS ASSOCIATION, INC., who shall thereafter exercise the same powers previously exercised by said committee.

No building shall be placed or maintained on any lot nearer to the street than the front onside street building set-back lines shown on the recorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet. For the purposes of these restrictions eaves, steps, unroofed porches, and roof overhangs, shall not be considered in this measurement; however, no portion of any building on one building site may encroach on another building site. Detached garages shall not be nearer than five (5) feet from the lot line except, in no event, can be placed any closer to the rear lot line than the utility or planting easement line as shown on the recorded plat, and not nearer than five (5) feet from the side lot line. All improvements shall be constructed on the site to front on the street upon which the site faces, and each corner lot shall face on the street on which it has the smallest frontage unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE.

(d) No residential structure shall be erected or placed on any

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building plot which plot has an area of less than 12,000 square feet and only one residential structure may be placed on any residential lot on said plat of SEASCAPE, SECTION ONE.

(e) No garage on any lot or building site except Block One of SEASCAPE SUBDIVISION shall be placed or maintained which faces the street, unless the front of the garage is at least thirty-five (35) feet back of the front of the house. When located thus, the garage may be attached or detached. No porte-cochere on the end of a residence shall be placed or maintained nearer to the side lot or building site line than three (3) feet, nor nearer to a street than the minimum building set-back line. No porte-cochere shall be placed or maintained on any lot or building site which does not have a useable garage. For the purpose of these restrictions, carports shall be considered as garages and shall meet all the requirements for garages, including location, materials, and construction.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any used residence be moved onto a residential lot.

(g) No residential structure shall be placed on a lot unless its living area has a minimum of 1700 square feet of floor area exclusive of porches and garages.

(h) The exterior walls of all residences shall be at least fifty-one per cent brick, brick veneer, stone veneer, concrete, or other masonry type construction, but the Architectural Control Committee, as outlined in paragraph (b) above, shall have the power to waive the majority requirements so as to allow the erection of all redwood panel walls or all cedar panel walls. The type, quality, and color of the roofing materials must be approved by the Architectural Control Committee except that no roof shall be composition shingles.

(i) Walls and roofs of garages, carports, and porte-cocheres on the end of a residence, shall be constructed of the same material which is used on the walls and roof of the residence.

(j) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown, or maintained on any part of any lot forward of the front building line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(k) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(l) No **noxious or** offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(m) The raising or keeping of hogs, horses, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(n) No water well, septic system, or cesspool shall be permitted.

(o) No spiritous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site or in Reserves B, C, or D of this subdivision. Such drinks may be served in Reserve A of this subdivision. In any event, however, liquor must be distributed strictly in accordance with the regulations of the Texas State Liquor Control Board for the operation of private non-profit clubs. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use or occupancy or possession of any said sites.

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

(q) 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 any lot. No derrick or other structures designed for the use in boring for oil, natural gas or water shall be erected, maintained, or permitted upon any lot.

(r) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes 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.

(s) No boats or trailers may be parked in front of the front building line of any lot.

(t) Any violations of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.

(u) Nothing herein contained shall serve to restrict in any manner any land other than the land described in the plat of SEASCAPE, SECTION ONE, as here-in above described.

(v) Beginning January 1, 1961, each residential lot in SEASCAPE, SECTION ONE, and subsequent sections, shall be subject to an annual maintenance charge of four (4) mils per square foot of lot area, for the purpose of creating a fund for the use and benefit of the SEASCAPE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, such charge to be paid by the then owner of each lot in connection with like charges to be paid by the owners of the other lots in SEASCAPE. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge

shall be secured by a vendor's lien upon said lots. All present owners with unsold lots agree to pay such maintenance charge for their unsold lots in any section subject to the charge, provided, however, that the charge will not apply to lots which have been platted but not improved.

(w) SEASCAPE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the providing of backdoor garbage and *rubbish* pick-up, street lighting maintenance, construction and maintenance of recreational facilities, for the repair and maintenance of streets, paths, parks, park-ways, esplanades and vacant lots, for the construction and maintenance of landscape facilities including but not by way of limitation the landscapes, easements and reserves adjacent to Todville Road, for the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which annual maintenance charges apply, and for doing any other things necessary or desirable in the opinion of said Association to maintain or improve the property, or which the Association considers to be of general benefit to the owners or occupants of SEASCAPE. It is agreed that the decisions of said Association shall be final so long as such expenditures are made in good faith.

(x) The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment require, but shall in no event be set at a greater amount than four mils per square foot per year, except by duly recorded petition signed by at least three-fourths (3/4ths) of the then property owners of SEASCAPE, SECTION ONE, and subsequent sections, and in that event, such an increase shall be binding on all of the then property owners in SEASCAPE, SECTION ONE, and subsequent sections.

These maintenance charges shall continue for a period of fifteen (15) years from the date of the filing of the restrictions, and shall continue for successive fifteen (15) year periods, until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County, Texas, agreeing to the abandonment of such charges.

EXECUTED this 29th day of May, 1964.

ATTEST:

WESTCHESTER DEVELOPMENT COMPANY

/s/ Robert H. Puig  
Asst. Secretary

BY /s/ Robert P. Puig .  
Robert P. Puig, President

ATTEST:

SEASCAPE CONSTRUCTION, INC.

/s/ Darle McDonald  
Darle McDonald, Secretary

BY /s/ Wayne McDonald .  
Wayne McDonald, President

ATTEST:

SOUTHERN INVESTORS CONSTRUCTION CO.

/s/ Betty Lou Hillman  
Secretary

BY /s/ Walter Mischer .  
Walter Mischer, President  
/s/ Eleanor M. Weidenmeyer  
Eleanor M. Weidenmeyer