

## BECKHAM PLACE DEED RESTRICTIONS

[Return to previous page](#)

[Return to home page](#)

*This page last modified November 13, 1999*

**The following deed restrictions were transcribed from the original and do not represent legal documents. Any inaccuracies in these transcriptions are not the responsibility of the Shadow Oaks Civic Association or any of its members.**

WHEREAS, Erwin Gloyna and James Heisler are the owners of a tract of land which has been subdivided and platted as BECKHAM PLACE, a subdivision in the George Bellows Survey in Harris County, Texas, a plat of said subdivision having been filed for record under File No. B412425, of the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the interest of the eligible owners and of the purchasers of the said lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvements and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, we, Erwin Gloyna James Heisler, being the owners of all of said lots, do hereby adopt the following covenants and restrictions which shall be binding us and all parties and persons claiming under us until July 15<sup>th</sup>, 1981, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instruments signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in the whole or in part.

If we, or any of our 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 any proceedings at law or in violate and such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

In validation of nay 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, shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospital, clinics, duplex homes, apartment houses, boardinghouses, 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 permutated to remain on any lot other than one detached single family dwelling not to exceed on and one-half stories in height and a private garage for not more that (3) cars.

( b ) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to the topography and finished ground elevation by Erwin Gloyna and James Heisler.

In the event said Erwin Gloyna and James Heisler, or their designated representatives, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted them, or in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be requited and this covenant will be deemed to have been complied with. The duties and powers or Erwin Gloyna and James Heisler shall cease on and after ten years from date. Thereafter, the approval described in this covenant 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 subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercises the same powers

previously exercised by said Erwin Gloyna and James Heisler.

( c ) No building shall be located nearer to the front lot lines or nearer to the side street than the building setback lines shown on the recorded plat. In any event, no residence shall be located on any residential building plot nearer than 25 feet to the front line, nor nearer than 5 feet from the rear lot line, or nearer than 3 feet from any side line. Detached garages shall not be nearer than 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 site shall face on the street on which it has the smallest frontings.

( d ) No residential structure shall be erected or placed on any building plot which plot has an area of less than 7,000 square feet or a width of less than 60 feet at the front building setback line.

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

( f ) 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.

( g ) No residential structure shall be placed on a lot unless its living area has minimum 1,400 square feet of floor area exclusive of porches and garages.

( h ) The exterior walls of all residences shall be at least fifty percent brick, brick veneer, stone, stone veneer, concrete or other type masonry construction.

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

( j ) The raising or keeping of hogs, horses, poultry, fowls, or any other livestock on any parts of the subdivision is strictly prohibited, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

( k ) Bridges constructed over property line attachments shall be of concrete pipe and of a size of not less than 18 inches, or of a greater size should ditches be of a depth to require same, in order that drainage shall not be retarded.

( l ) No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in this subdivision, nor shall said site or any part thereof be used for vicious, illegal, or immoral purposes nor for any purpose in violation of the law of the State of Texas, or of the United States, or of policy, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use of occupancy or possession of any said states.

( m ) 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 the property during the construction and sales period.

( n ) No oil, drilling, oil development operation, 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.

( o ) 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.

( p ) No fence, Wall, hedge, or any pergola or other detached structure shall be erected, grown, or maintained on any part of any lot forward of the front building line of said lot.

( q ) Any violation of any of the covenants, agreements, reservations, easements, and restrictions contained herein shall nor have the effect of impairing or affecting the rights of any mortgagee, trustee, or grantor, under any mortgage, or deed of trust, outstanding against the said property at the time that the easements agreements, restrictions, reservations, or covenants may be violated.

( r ) The easements as shown on the recorded plat shall not be fenced.

( s ) All roofs on houses must be either wood shingle or built up: no flat roofs shall be permitted.

( t ) The present owners and holders of the lien covering the property comprising Beckham Place, do by the exception of this instrument, join in the above reservations, restrictions, easements, and covenants, and agree that the dedication and subdivision of said property by the above mentioned plat and said reservations, restrictions, easements, and covenants, shall continue in full force and effect and be binding upon them, their heirs, executors and assigns, do by the execution of these covenants, agreements, reservations, easements, and restrictions subordinate their liens covering the said Beckham Place, to the dedicated plat of said addition as filed for record.

Executed this 27<sup>th</sup> day of November, A.D. 1961

G. E. Herzog, Trustee

Erwin Gloyna

George Schaper

James Heisler