

WILDEWOOD FOREST SECTION I DEED RESTRICTIONS

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This page last modified December 18, 1999

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Wildewood Forest, Section 1

Whereas, heretofore, by instrument dated August 23, 1956, Wildewood Developing Corporation adopted certain restrictive covenants for Wildewood Forest, Section 1, said restrictive covenants appearing of record in Vol, 3223, Page 518, Deed Records of Harris County, Texas, to which reference is here made; and

Whereas, paragraph (C) of said restrictions provides in effect that no building shall be located nearer to the side street line than the building set back lines shown on the recorded plat and in no event nearer than 10 feet to any side street line; and

Whereas, the plat of Wildewood Forest, Section 1, filed for record in the office of the County Clerk of Harris County, Texas, under File No. 1655173 inadvertently indicated a 20 foot side street building set back line for lots and tracts abutting the north line of Westview Drive, but it was intended by the subdividers to establish a 15 foot building set back line,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Wildewood Developing Corporation and Camera Associates, being the owners of all of Wildewood Forest, Section 1, do hereby amend the building set back line on the north side of Westview Drive so that hereafter the minimum building set back requirement for Lot Twenty-four (24), Block One (1), and Lots Nine (9) and Ten (10), Block Three (3), and Lots Sixteen (16) and Seventeen (17), Block Two (2), and unrestricted Reserve "A", shall be 15 feet, rather than 20 feet as reflected by the plat aforesaid of Wildewood Forest, Section 1.

Executed this 1st day of December, A.D. 1956.

WHEREAS, WILDEWOOD DEVELOPING CORPORATION, is the owner of a tract of land which has been subdivided and platted as WILDEWOOD FOREST, SECTION ONE, a plat of said subdivision having been filed for record under File Number 1655173, Plat Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interest of said corporation 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 WILDEWOOD DEVELOPING CORPORATION, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be binding on WILDEWOOD DEVELOPING CORPORATION and all parties and persons claiming under it until July 15, 1981, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten 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 WILDEWOOD DEVELOPING CORPORATION, or any of its successors 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 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 Reserve "A", shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, 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 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 one and one-half stories in height and a private garage for not more than three (3) cars. Reserve "A" may be used for commercial enterprises such as retail merchandising and servicing businesses as are generally located near residential subdivisions. Reserve "A" shall not be used, however, for industrial purposes or heavy commercial uses such as warehouses.
- (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 topography and finished ground elevation, by a committee composed of ALFRED C. STEEN, B.M. HEYMANN, and LEON PHILLIPS, or by a representative designated by a majority of the members of the 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, 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 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 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 recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- (c) No building shall be located nearer to the front lot line 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 10 feet to any side street line, nor nearer than 5 feet from the rear lot line, nor nearer than 5 feet from any side line. Detached garages shall not be nearer than 5 feet from the rear lot line and not nearer than 3 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 frontage, unless otherwise approved by the Architectural Control Committee.
- (d) No residential structure shall be erected or placed on any building plot which plot has an area less than 8,500 square feet or a width of less than 65 feet at the front building setback line.
- (e) 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.
- (f) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (g) No residential structure shall be placed on a lot unless its living area has a minimum of 1,300 square feet of

floor area exclusive of porches and garages.

- (h) The exterior walls of all residences shall be at least fifty-one percent brick, brick veneer, stone, stone veneer, concrete, or other type masonry construction, but the Architectural Control Committee, as outlined in paragraph (b) above, shall have the power to waive the masonry requirements so as to allow the erection of a residence of all redwood panel walls, or all cedar panel walls.
- (i) Easements for installation and 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 of other livestock on any part 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 ditches shall be of concrete pipe and of a size not less than 18 inches, or if a greater size should ditches be of a depth to require same, in order that drainage will not be restricted.
- (l) No water wall, septic system or cesspool shall be permitted.
- (m) 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 the 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 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 of occupancy or possession of any said sites.
- (n) 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.
- (o) 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 structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
- (p) 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.
- (q) No fence, wall, hedge nor any pergola or other detached structure shall be erected, grown, or maintained on any part of an lot forward of the front building line of said lot.
- (r) Any violation of an 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, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.
- (a) The present owners and holders of the vendor's and deed of trust liens covering the property comprising WILDEWOOD FOREST, SECTION ONE, to wit, CONRAD L. SAUER, MARY SAUER, W.A. SAUER, JULIA SAUER, H.C. SAUER, GERALDING SAUER, C.L. SAUER, JR, GEORGIA M. ESCHEERGER, AND W.R. ESCHEERGER, do by the execution of this instrument, join in the above reservations, restrictions, easements, and covenants, on WILDEWOOD FOREST, SECTION ONE, and each and every homesite, tract, lot, or parcel of land therein, 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 the said CONRAD L. SAUER, MARY SAUER, W.A. SAUER, JULIA SAUER, H.C. SAUER, GERALDING SAUER, C.L. SAUER, JR, GEORGIA M. ESCHEERGER, AND W.R. ESCHEERGER, their heirs, executors and assigns, and any interest now owned or hereafter acquired by them in WILDEWOOD FOREST, SECTION ONE, or any part thereof, and restrictions shall be for the benefit of the said CONRAD L. SAUER, MARY SAUER, W.A. SAUER, JULIA SAUER, H.C. SAUER, GERALDING SAUER, C.L. SAUER, JR, GEORGIA M. ESCHEERGER, AND W.R. ESCHEERGER, their heirs, executors, and assigns, and any person or corporation owning or hereafter acquiring any part or parcel of the land in said WILDEWOOD FOREST, SECTION ONE. The said CONRAD L. SAUER, MARY SAUER, W.A. SAUER, JULIA SAUER, H.C. SAUER, GERALDING SAUER, C.L. SAUER, JR, GEORGIA M. ESCHEERGER, AND W.R. ESCHEERGER do by the execution of these covenants, agreements, reservations, easements, and restrictions, subordinate their vendor's liens and deed of trust liens covering the said WILDEWOOD FOREST, SECTION ONE, to the dedicated plat of said Addition as filed for record in the office of the County Clerk of Harris County, and do subordinate said liens to all covenants, agreements, reservations, easements, and restrictions herein set out