

## WILDEWOOD FOREST SECTION II DEED RESTRICTIONS

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### Wildewood Forest, Section 2

That A.H. Bruce, Wildewood Developing Corporation, and Camera Associates, the latter two named being private corporations acting herein by and through their respective officers hereunto duly authorized, being the subdivision filed for record on July 22, 1958, in the office of the County Clerk of Harris County, Texas, under File No. 15112A, in consideration of the sum of One and No/100 (\$1.00) by each to the other paid, and in consideration of the mutual benefit which will result to the parties hereto and their respective heirs, successors, assigns, and grantees as owners of lots in said subdivision, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants running with the land and shall be them until July 15, 1981, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless 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 the parties hereto, or any of them, 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) Except as herein specially permitted, no lot 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 said property are hereby expressly prohibited. Except as herein provided, 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. Lots 1, 2, 3, 4, or 5, Block 7, may be used for duplex houses or apartment houses of multiple units, Lots 6 and 7 may be used for commercial enterprises such as retail merchandising and servicing businesses as are generally located near residential subdivisions, however, said lots shall not be used for manufacturing or 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, Carroll Jacob, 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 (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 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 (10) 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 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 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 single family residence shall be erected on less than a full lot unless the building site has a width of not less than 65 feet at the front building set back line and a depth at least as great as the depth of the shallower lot from which such building site is cut.
- (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) Any single family residences erected on Lots 1, 2, 3, 4, 5, 6, or 7, Block 7, shall have a minimum of 1,100 square feet of floor area exclusive of open or screened porches and garages. No residence structure shall be placed on any other lot or building site in the addition unless its living area has a minimum of 1,300 square feet of floor area exclusive of open or screened porches or garages. Minimum floor area requirements and minimum building site requirements shall not apply to apartments or duplex houses erected on any of the seven lots facing Shadowdale Drive, but provisions hereof for architectural control and exterior walls shall apply with equal force to any such apartment or duplex houses.
- (h) The exterior walls of all residences shall be at least fifty-one (51%) 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.

The present owners and holders of the vendor's and deed of trust liens covering the property comprising Wildewood Forest, Section 2, to wit, Conrad L. Sauer, Mary Sauer, W.A. Sauer, Julia Sauer, H.C. Sauer, Geraldine 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 2, 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, Geraldine 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 2, 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, Geraldine 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 2. The said Conrad L. Sauer, Mary Sauer, W.A. Sauer, JULIA Sauer, H.C. Sauer, Geraldine 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 2, 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.