

NOTICE OF FORMATION OF COMMITTEE TO PETITION TO CREATE DEED
RESTRICTIONS FOR THE SOUTHWOOD ADDITION

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Notice
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1. Pursuant to Texas Property Code Section 201, a petition committee has been formed to create deed restrictions applicable to the Southwood Addition, Houston, Harris County, Texas. The members are all record title owners of property in Southwood Addition.
2. The members of the committee are as follows:
 - (a) Charles Foy
3305 Southmore Boulevard
Houston, Texas 77004
 - (b) Darryl Harper
3346 Palm
Houston, Texas 77004
 - (c) Sammye Prince Hughes
3337 Southmore Boulevard
Houston, Texas 77004
3. The Plat of the Southwood Addition is recorded in volume 9, page 12 of the map records of Harris County, Texas; and the Amended Plat is recorded in volume 11, page 14, of the map records of Harris County, Texas.
4. The matters to be included in the petition are as follows: creating deed restrictions for Blocks 1 through 11 in Southwood Addition, said restrictions to be effective for a period of ten (10) years with automatic ten year renewals. Attached to this notice as Exhibit "A" is a copy of the Committee's proposed petition to create restrictions.
5. When adopted, the proposed restrictive covenants shall be effective as to all property in Southwood Addition, except property excluded pursuant to Texas Property Code Section 201.009.
6. This Notice of Formation of Petition Committee contains multiple signature pages and will be executed in multiple originals without all signatures on any one original. Separate signature pages may be attached to the copy of this Notice recorded in order to eliminate unnecessary costs of filing multiple copies of this Notice.

EXECUTED effective as of August 27, 2007.

Return to:
Sammye J. Hughes
3337 Southmore Blvd. ✓
Houston, TX. 77004

RP 849-86-0897

Daryl G Harper
Daryl Harper
3346 Palm
Houston, Texas 77004

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STATE OF TEXAS
COUNTY OF HARRIS

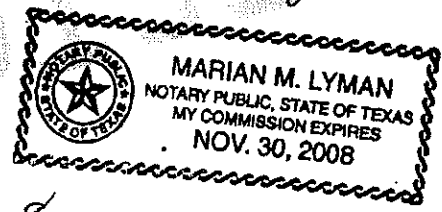
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On the 13th day of August 2007, personally appeared Daryl Harper, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person executed the instrument.

WITNESS my hand and official seal.



Marian M Lyman
Notary Public, State of Texas



My commission Expires: November 30, 2008

RP 049-06-0599

Sammye Prince Hughes
Sammye Prince Hughes
3337 Southmore Boulevard
Houston, Texas 77004

STATE OF TEXAS
COUNTY OF HARRIS

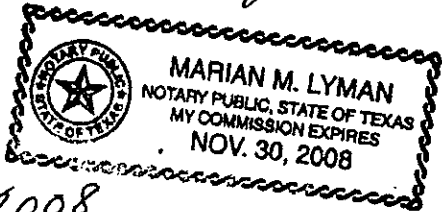
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On the 13th day of August 2007, personally appeared Sammye Prince Hughes, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his authorized capacity, and that by his signature on the instrument, the person executed the instrument.

WITNESS my hand and official seal.



Marian M. Lyman
Notary Public, State of Texas



My commission Expires: November 30, 2008

HP 049-06-0100

COPY

PETITION TO CREATE RESTRICTIVE COVENANTS
PURSUANT TO TEXAS PROPERTY CODE CHAPTER 201
AND OWNER CONSENT

STATE OF TEXAS § SOUTHWOOD CIVIC CLUB
COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE
PRESENTS

WHEREAS, the Owners (as hereinafter defined) of the property and lots in Blocks 1 through 11, inclusive, of Southwood, an addition to the City of Houston, Harris County, Texas (hereafter, the "Subdivision"), the plat of which addition is recorded in Vol. 9, page 12, of the Map Records of Harris County, Texas, and the amended plat which is recorded in Vol. 11, page 14, of the Map Records of Harris County, Texas (as amended, the "Plat") wish to create Restrictive Covenants for the property and lots in the Subdivision, also known as "Southwood Addition";

WHEREAS, to this end a Petition Committee under Chapter 201 of the Texas Property Code has been set up consisting of the following Owners:

- Charles Foy
2205 Southmore Boulevard
Houston, Texas 77004
- Darryl Harper
3346 Palm
Houston, Texas 77004
- Sammye Prince Hughes
3337 Southmore Boulevard
Houston, Texas 77004

Beverly E. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS
2007 AUG 27 PM 4:03

FILED

WHEREAS, the Owners of the Subdivision desire that the restrictive covenants of this Petition to Create Restrictive Covenants create restrictive covenants for the Subdivision.

NOW, THEREFORE, it is hereby declared: Upon compliance with the provisions of Chapter 201 of the Texas Property Code, the following restrictive covenants ("Restrictions") shall apply to the Subdivision. The Restrictions shall run with the land, bind and benefit each Owner of property in the Subdivision, create a uniform plan for the Subdivision for the common benefit of the Subdivision and its Owners, and shall restrict all property in the Subdivision, whether or not referenced in subsequent deeds; and

NOW, THEREFORE, the consenting Owners whose signatures appear herein do hereby declare, establish and adopt the following Restrictions which shall be applicable to the

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use, occupancy and conveyance of the Lots, and every contract, deed, or other written instrument hereafter executed and conveying the Lots shall be held to have been executed, delivered and accepted subject to the Restrictions, regardless of whether the Restrictions are set out in full or all incorporated by reference in said contract, deed or other instrument.

ARTICLE I
Definitions

- 1.1 "Accessory Structure" shall mean a Structure whose use is ancillary to a house including a storage building, a greenhouse and gazebo, but not including a garage.
- 1.2 "Association" shall refer to the Southwood Civic Club, a Texas non-profit corporation, created pursuant to Articles of Incorporation. As provided in the Association's Bylaws, any resident or property Owner in the Subdivision shall qualify for membership in the Association, contingent upon paying dues as set by the Executive Board of the Association. The Association shall have no authority to assess mandatory fees upon Owners of Lots in the Subdivision.

As provided in Article IX of the Bylaws, the Association's Housing and Community Development Committee shall also have authority to enforce these Restrictions.
- 1.3 "Attached Garage" shall mean a garage that shares a common interior wall with the single family residential dwelling on a lot or building site "
- 1.4 "Code" shall mean Chapter 201 of the Texas Property Code and any successor thereto.
- 1.5 "Commercial Vehicle" shall mean any vehicle other than a non-commercial vehicle.
- 1.6 "Condominium" shall have the same meaning as Section 82.003(8) of the Texas Property Code.
- 1.7 "Corner Lot" or "corner lot" shall mean a lot, as the case may be, of which one or more of the side property lines adjoin the right-of-way of a street running perpendicular to and intersecting the street on which the lot fronts.
- 1.8 "Detached Home" shall mean a single-family residence comprised of a single building no part of which comprises any part of the structure of any other residence or building and shall include the garage, if any, whether attached or free-standing, on the same lot and constructed for use by the occupants of such residence.
- 1.9 "Duplex" shall mean a single, free-standing building that is located on a single lot and that consists of two single-family residences. Duplexes shall be allowed only

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on Block 2, Lots 1-13, as identified on the revised Plat Map which is recorded in Volume 11, page 14, of the Map Records of Harris County, Texas.

- 1.10 "Effective Date" shall mean the date the Petition to Create Restrictive Covenants is recorded in the Real Property Records.
- 1.11 "Front Street Line" shall mean for interior lots, the boundary line of a lot with a street. For Corner Lots, the boundary line of the lot with the street which has the shortest length. "Front Street Line" shall mean the street the house faces where the streets border the lot on opposite sides.
- 1.12 "Garage" shall mean a building or structure or part thereof designed for housing or storing one or more motor vehicles.
- 1.13 "Grade" shall mean the top of the finished foundation of the Single Family Residence not to exceed 24" above the established man hole elevation.
- 1.14 "Grandfathering" shall mean the right of lots, structures, and uses that are non-conforming with these Restrictions to continue in legal existence.
- 1.15 "Height" shall mean the vertical distance from the Grade to the highest finished roof surface.
- 1.16 "Home Occupation" shall mean a low profile commercial activity meeting the requirements of Section 3.10.
- 1.17 "House" shall mean a single residence structure.
- 1.18 "Improved Driveway" shall mean a hard surfaced area connecting a street and a driveway garage, or other improved parking area located behind the front setback line, the surface of which is made of concrete, rock, stone or gravel in compliance with City of Houston Building Code requirements. "Improved Driveway" may include a circular drive which is a driveway which connects two streets or provides a circular connection with one street.
- 1.19 "Inoperative Vehicle" shall mean a vehicle which (i) lacks either a current license plate or a current motor vehicle inspection certificate, (ii) is stored, wrecked, or dismantled in any degree, and (iii) is located in view of the street for 30 days out of any 60 day period.
- 1.20 "Interior Lot Line" shall mean the boundary line of a lot, which boundary line connects a front street line and a rear lot line, but does not abut a street.
- 1.21 "Lot" or "lot" shall mean any numbered Lot on the Plat.
- 1.22 "Lot Grade" shall mean the lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between the structure and a line 5 feet from the structure.

- 1.23 "Non-Commercial Vehicle" shall mean a passenger automobile, truck, van, camper or recreational vehicle of ¾ ton capacity or less, recreational boat, motorcycle, or lawn maintenance equipment.
- 1.24 "Owner" shall mean the record title owner(s) of the fee simple interest in a Lot.
- 1.25 "Plat" shall mean the map or plat of Blocks 1 through 11 of the Southwood Addition, recorded in the original Plat Map at Volume 9, page 12, File #00338117, of the Map Records of Harris County, Texas, and the Amended Plat Map at Volume 11, Page 14, File #00489219, of the Map Records of Harris County, Texas.
- 1.26 "Real Property Records" shall mean the Official Public Records of real Property of Harris County, Texas or successor records.
- 1.27 "Rear Lot Line" shall mean the boundary line of a Lot parallel to the Front Street Line.
- 1.28 "Setback" shall mean with respect to any building, a line established beyond which no portion of such building, including chimneys, overhangs, eaves, etc. shall extend, measured inward from the Lot line to which the Setback refers.
- 1.29 "Side Street Line" shall mean the boundary line of a Lot which is adjacent to a street, but which is not the front street line.
- 1.30 "Single Family Residence" shall mean a single, enclosed dwelling unit designed for and used as the common living space for a single-family unit.
- 1.31 "Single Family Unit" shall mean one family unit consisting of individuals all of whom are related to one another by blood, adoption or marriage.
- 1.32 "Street" shall mean the publicly dedicated rights-of-way on the Plat.
- 1.33 "Structure" shall mean any improvement, building, or House, including an Accessory Structure and fence.
- 1.34 "Subdivision" shall refer to all the real property in the Southwood Addition according to the Plat and the Amended Plat.
- 1.35 "Townhouse" shall refer to a type of dwelling unit which shares a common wall with another dwelling unit. The Owner of a Townhouse has fee simple title to the land on which the Owner's townhouse is constructed.
- 1.36 "Vehicle" shall mean any automobile, truck, van, trailer, tractor, recreational vehicle, (RV), camper, boat, motorcycle, or other mode of motorized transportation.

ARTICLE II
Compliance with Texas Property Code

- 2.1 Approval. The Restrictions require approval of the Owners who own in the aggregate a majority of Lots in the Subdivision.
- 2.2 Recording of Approvals. The Restrictions shall be valid upon recording after the requisite number of Approvals has been received.
- 2.3 Section 201.010 of the Texas Property Code. Owners who do not sign the Petition must file suit under Section 201.010 before the 181st day after the date on which the certificate which is called for by Section 201.008(e) of the Texas Property Code in order to challenge the procedures followed in creating the Restrictions contained herein.
- 2.4 Section 201.090(b) of the Texas Property Code. Owners who do not sign the Petition may delete their Lot from the operation of these Restrictions created herein by filing a statement described in the fourth listed category in Section 201.009(b) of the Texas Property Code before one year after the date on which the Owner receives actual notice of the filing of the Petition authorized by Chapter 201.
- 2.5 Effective Date. The restrictions specified in this Petition to Create Restrictive Covenants Pursuant to Texas Property Code Chapter 201 and Owner Consent shall become effective upon the date of filing of this Declaration with the County Clerk of Harris County, Texas.
- 2.6 These Restrictions Are Covenants That Run with the Land, and shall be binding upon and inure to the benefit of all current and future owners of Lots for a period of ten (10) years, beginning on the effective date as set forth in Section 2.5 above and shall be automatically extended and renewed for successive terms of ten (10) years, each term beginning immediately upon the expiration of the preceding term, unless an instrument adding to, or modifying these Restrictions, is recorded in the Real Property Records of Harris County, Texas during either the initial period or any subsequent extension. Any such instrument must be by a petition pursuant to provisions of the Code, executed and approved by not less than sixty-five (65) percent of the Owners of the Lots as reflected in instruments filed with and recorded in the County Records of Harris County.
- 2.7 Compliance with Texas Property Code, Chapter 201. The Owners intend to comply with the provisions of Texas Property Code Chapter 201 in order to create the Restrictions. The Restrictions are subject to the right of the Owners to opt out under Texas Property Code Chapter 201.

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ARTICLE III
Residential Character/Use Restrictions

- 3.1. Each Lot shall be used exclusively for a Single Family Detached Residence, with the exception of Duplexes, located only in Block 2, Lots 1-13, and the multi-family residence on Lot 13A. Both the use of the Lot and the Structures placed on a Lot shall be single family. Construction of multi-family residential, commercial, fraternity, sorority, club, condominiums, townhouses and rooming houses is prohibited. Industrial and institutional uses are prohibited, whether conducted on a for profit basis or not.
- 3.2. No Lot Division. No Lot may be further subdivided or reduced in size. A Lot may be eliminated if it is divided between adjacent Lots. Multiple Lots may be used as a single building site. No replatting or variance will be allowed under these restrictions.
- 3.3. Livestock or Poultry Prohibited. No animals, livestock, or poultry, of any kind shall be raised, bred, or kept on any Lot except that household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Owners of household pets must adhere to all applicable city ordinances.
- 3.4. Certain Structures Prohibited. No trailer, recreational vehicle, tent, shack, garage, or barn 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, nor shall any used or manufactured residence be placed on a Lot except in the case of a natural disaster.
- Mobile homes, manufactured homes, and temporary building are prohibited. Movable storage structures are allowed only behind the House in the rear yard of a Lot, provided they do not exceed ten (10) feet in height, do not exceed one hundred (100) square feet in floor space, are located at least five (5) feet from Lot lines and are not used for living space. No septic tank, sewage disposal plant, or fuel storage container shall be built or erected on any Lot or maintained thereon.
- 3.5. Maintenance of Lot. Owners of Lots in the Subdivision are bound and obligated to maintain each Lot in a neat and habitable manner. Grass and weeds shall be kept mowed to prevent unsightly appearances. Only dead, diseased or damaged trees may be removed without prior approval of the Housing and Community Development Committee. Any removal of healthy trees must have prior approval of the Housing and Community Development Committee. Any foliage which might create a hazard to property or persons on any Lot or adjacent Lot shall be promptly removed or repaired. Vacant Lots shall not be used as a dumping ground for rubbish, trash, rubble, or extra soil. Trash shall not be burned.

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- 3.6 Maintenance of Residences. In the event of damage, the Owner shall have one hundred twenty (120) days to begin repairing or demolishing the portion destroyed by said event, and once timely commenced, such repairs or demolitions must be diligently pursued to the completion. However, in the event the Owner's damage to the property and improvements is not covered by insurance, or the Owner's claim is not approved by the Owner's insurance company the Owner may apply for a "hardship" exception to the operation of this restriction to be submitted to the president or a designee of the Southwood Civic Club within one hundred twenty (120) days from the date of such damage. The Housing and Community Development Committee of the Association shall rule in its sole discretion on the Owner's application for a "hardship" exception within thirty (30) days from the date of submission. Failure to act in response to the application for a hardship exception within thirty (30) days shall be deemed to be the Committee's approval of said exception. The granting of a hardship exception under this provision shall in no event be deemed a waiver of the right to enforce this restriction thereafter.

- 3.7 Antennae. No electric antennae or device of any type other than an antenna for receiving local television broadcast signals shall be erected, constructed, placed or permitted to remain on any Lot, House, or building except in accordance with this section. Television or satellite dish antennae may be attached to the House, provided, however, such antennae must be located to the rear of the roof ridge line, gable or center line of the main residential structure. No television antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof ridge line, gable or center line of the principal dwelling on the Lot. No antennae shall be erected, installed or placed on a wooden pole, except for those already in place as of the Effective Date of this document.

- 3.8 Garage Sales. No Lot shall be used, either temporarily or permanently, for the conducting of any garage sale or similar activity with the exception of (a) not more than two (2) garage sales per Single Residence Unit per year, and (b) estate sales may be held anytime as the result of the death of the Owner.

- 3.9 Home Occupation. Whereas self-employment is a part of the economic environment of the Subdivision, the following low profile commercial activities are allowed under the following conditions:
 - (a) The number of nonresident employees may not exceed 2 in number.
 - (b) Signs advertising such non-residential use is prohibited.
 - (c) Any commercial activity under this provision shall be confined to such Single Residential Unit, and evidence of such commercial activity shall not be visible from outside the Structure.
 - (d) Such activity shall not cause material disruption, interference, or increase in traffic and parking. In this connection, no more than five (5) vehicles per day may be parked at the Lot for commercial purposes over any five (5) day period, whether customers, business guests or deliveries. No more than five (5) vehicles per day parking

on any street near the Lot by persons visiting the Lot in any consecutive five (5) day period shall be allowed.

- (e) No noxious or offensive sound or smell shall be created outside the Single Residence Structure.

These Home Occupation restrictions shall apply to all non-residential activities, whether or not for profit.

- 3.10. Vehicle Sales. Only sales of an Owner's Non-Commercial Vehicle typically stored on a Lot are allowed, but not to exceed two (2) sales per Owner in any calendar year.
- 3.11. Rentals. Residences not Owner-occupied may be rented only as Single Family Residences, and such rental may only be for one single family. All rentals must be for terms of at least twelve (12) months and only one Structure on a Lot may be rented at a time.
- 3.12. Garage Apartments. Garage apartments shall not be greater than 800 square feet of livable area and must have air-conditioning and heating.

ARTICLE IV Restrictions on Value

- 4.1 Minimum Cost. The minimum cost of construction (excluding Lot cost) of any Single Family Residence which may be erected or constructed upon any Lot shall be at least \$150,000.00

ARTICLE V Additional Restrictions

- 5.1 Parking.
 - (a) In General. Except as otherwise provided by law, all Vehicles, boats, and trailers of all sorts shall be parked only in a Garage or on a driveway, except that vehicles may also be parked alongside of a curb of a Street. No double parking shall be allowed on any Street. No vehicle parking will be allowed on any lawn of Lots, or on the median of Southmore Boulevard. No 18-wheeler truck, with or without its trailer, shall be parked within the Subdivision except for purposes of loading and unloading on a temporary basis. Motor Vehicles parked in violation of this Declaration or applicable laws are subject to being ticketed by police or towed pursuant to applicable laws or both.

(b) Driveway and Street Parking. All motor Vehicles owned or used by Owners or occupants of a Single Family Residence shall be parked in a garage or carport or within a defined driveway.

5.2 Unsightly Articles. All outdoor cooking and cooking equipment of any type (e.g., barbeques) must be limited to the back yard at all times. Rebuilding Vehicle motors or any major repair or construction of vehicles anywhere on a Lot or alongside a curb is prohibited.

5.3 Fencing. Barbed wire, broken glass, electric fences, and similar dangerous materials shall not be used as fencing materials. No fence, wall, or hedge higher than six (6) feet above the ground, shall be placed or maintained nearer to either street than the building lines.

5.4 Signage.

(a) Restrictions on Use. No signs, advertisements or bill boards may be erected or installed on any Lot other than for the following:

- (i) advertising such Lot or Residence for sale or lease;
- (ii) designating such Lot as the recipient of an award by the civic association;
- (iii) security monitoring signage;
- (iv) supporting a political candidate or ballot item for an election, the display of which is subject to the provisions of Chapter 202.009 of the Texas Property Code. Any such signs, advertisements, or bill boards will be subject to the limitations in Chapter 202.009.

(b) Restrictions on Design

- (i) The face of any sign shall not exceed a total of six (6) square feet in size;
- (ii) Any sign attached to a building on a Lot shall be placed no higher than the top of the main front entrance to the building, and the height of any other sign shall not exceed four (4) feet from the grade of the Lot on which the sign is situated to the top of the sign.
- (iii) No sign may be illuminated.

5.5 Number of Signs. Only one sign is allowed at any one time per Lot for each use as set forth in Section 5.4.

5.6 Compliance with the Restrictions. Each Owner shall comply strictly with these provisions of the Restrictions. Failure to comply with any of these Restrictions shall constitute a violation of this Declaration, and may give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by any person or entity entitled to enforce these Restrictions under the law.

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- 5.7 No Warranty of Enforceability. The Association makes no warranty or representation as to the present or future validity or enforceability of all or any part of these Restrictions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions, shall assume all risks of the validity and enforceability thereof.

ARTICLE VI
Use and Construction Restrictions

- 6.1 Approval for Construction. No Improvements shall be constructed upon any Lot and no material modifications made to any Improvements without the prior written approval of the Housing & Community Development Committee.
- 6.2 Residential Use. Except as hereinafter provided, all Lots shall be improved and used solely for Single-family residential use, inclusive of a garage, fencing, and such other Improvements as are necessary or customarily incident to Single-family residential use. Only one unitary detached residential dwelling structure shall be erected on each Lot, and no structure other than the primary residence shall be occupied or inhabited. No more than three (3) unrelated persons shall use or occupy any residence for a multiple family, multiple occupant, or commercial nature, such as, but not limited to, a boarding house, day-care facility, half-way house, nursing home, mental or physical rehabilitation, therapy clinic or facility, correctional facility, apartments of any kind, or hotel, motel, hospital, hospice or church, whether or not for profit. As an exception to the foregoing, the Association recognizes that the existing Duplexes located on Lots 1 through 12 of Block 2, and the multi-family residence located on Lot 13 and TR 13A of Block 2 may continue to be used as such without being in violation hereof; provided, however, that if more than 50% of the floor area of any such two-family residence is hereafter destroyed, materially altered, or remodeled, the exception herein granted for such two-family use shall immediately terminate and the entirety of such residence shall be subject to the foregoing requirements regarding Single-family residential use.
- 6.3 Garage Setbacks. No garage shall be placed or maintained on any Lot or building site nearer than three (3) feet to the side of the Lot or building site line, or nearer to a side street than the minimum building setback line.
- 6.4 Residences. All residences, garages and other permanent structures shall be built on concrete slabs or pier and beam. Exterior walls of residences shall be constructed with at least seventy-five (75) percent masonry or brick veneer. In computing this percentage, wall masonry below the sill line of windows or below the midpoint of walls, shall be considered twenty-five (25) percent masonry. Door or window openings shall be considered to be built of the material which encloses them. If a garage is an Attached Garage or is semi-attached by means of

a covered walkway or other similar structure to a residence, the perimeter of the residence shall be computed as if the Garage did not exist.

- 6.5 Exterior Siding. When a portion of the existing exterior siding is replaced or added to any existing structure or new improvement on a Lot, it must be of the same type, quality, size, and color as the existing siding on the main residential structure and shall not require the approval of the Housing & Community Development Committee. The thickness, visible width, and spacing of exterior siding must be consistent with that of the original exterior siding. All exterior siding must be installed and maintained to avoid sagging, warping or irregular coloration. The Housing & Community Development Committee may require the Owner.
- 6.6 Repair and Replacement of Roofs. When a portion of an existing roof is repaired or added to any existing structure or improvement on a Lot, it must be of the same type, quality, size, and color as the existing roof material and shall not require the approval of the Housing & Community Development Committee. If the entire roof, including the roof of the main residence and garage, is replaced or added, the proposed shingle must be of an acceptable type and quality and have a color that is harmonious with the neighborhood and the existing dwelling. All roofing must have a minimum of a twenty-five (25) year warranty by a reputable manufacturer.
- 6.7 Roof Pitches. Roofs of Residences and Garages shall have a minimum pitch of four (4) inches of rise to twelve (12) inches of run, except for a roof covering some small area such as a covered patio, not to exceed one hundred (100) square feet, or a dormer, not to exceed fifty (50) square feet. Roofs of Residences and Garages shall have a maximum pitch of nine (9) inches of rise to twelve (12) inches of run.
- 6.8 Building Height. No Improvements greater than thirty-five feet in height may be constructed on any Lot without the prior written approval of the Housing & Community Development Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed Improvement to the highest ridgeline of the roof of the proposed Improvement. First Floor Wall Height. All Residences and all Garages shall have a wall place height (main roof frame line) of not more than ten (10) feet above the ground floor finished concrete slab. The finished area of the upper floor of one and one-half story residences shall be contained within the attic space formed by the ceiling covering the ground floor and the roof. Small dormers will be permitted on the upper floor but the dormer roof shall not extend above the ridge line of the main residence roof.
- 6.9. Driveways. Driveways and driveway approaches shall be constructed of concrete in accordance with City of Houston Standard Driveway Detail. The street curb shall be broken in such a manner that a driveway must be at least four (4) inches thick at its end toward the street paving, and this extreme end shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling

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driveway. Walks from the street curb to the Residence shall have a minimum width of four (4) feet.

- 6.10 Minimum Square Footage of One Story Residences. The floor areas of the main structure of a one-story Residence, exclusive of porches, garages, semi-finished storage rooms, and servants' quarters shall contain not less than two thousand (2,000) square feet on each Lot or building site.
- 6.11 Minimum Square Footage of One and One-Half Story Residences. The floor area of the main structure of one and one-half story Residences, exclusive of porches, Garages, semi-furnished storage rooms and servants' quarters shall contain not less than two thousand two hundred fifty (2,250) square feet on each Lot or building site. The finished area of the upper floor of any one and one-half story Residence shall not be less than thirty (30) percent of the finished area on the ground floor.
- 6.12 Minimum Square Footage of Two Story Residences. The floor area of the main Structure of two story Residences, exclusive of porches, garages, semi-furnished storage rooms and servants' quarters shall contain not less than two thousand five hundred (2,500) square feet on each Lot or building site. The finished area of the upper floor of any two story Residence shall not be less than seventy (70) percent of the finished area on the ground floor.
- 6.13 Plans to Be Submitted. As provided in the Bylaws of the Southwood Civic Club, the Association shall have the authority to approve or disapprove plans submitted for reconstruction or new construction on the Lots. Construction or alteration of any building shall not commence on any Lot or building site in Southwood Addition prior to plans for such construction having been submitted to and approved by the Housing and Community Development Committee in writing. These plans shall show in detail the foundation, floor plan, all elevations, all exterior building materials, and a plot plan showing location of residence, garage, patio, and driveway with dimensions. In the event that approval or disapproval has not been given within thirty (30) days from the time of plan submission, then the plans will be deemed approved and the related restrictions will be deemed to have been complied with unless the Housing and Community Development Committee notifies the Owner in writing that the time for approval or disapproval has been extended (such extension not to exceed fifteen (15) calendar days) and the reasons why such extension is needed.
- 6.14 Variance Process. Upon receiving disapproval of an Owner's reconstruction or new construction plan submitted in Section 6.1, said Owner shall have the option of submitting a written request for a variance from the standards as outlined above to the Housing and Community Development Committee, which shall have authority to grant or deny said variances in its sole and absolute discretion. The Housing and Community Development Committee shall respond in writing to the Owner's request for a variance no later than thirty (30) days from receipt of said

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written variance request. Failure of the Committee to respond in writing within thirty (30) days of said request will be deemed to be approval of the request.

6.15 Composition and Authority. The Housing and Community Development Committee shall be composed of a minimum of three (3) members of the Association, who are Owners, and who have been appointed by the President. The Association may (but is under no duty) to employ an independent architect or engineer who is neither a resident of Southwood Addition nor an Owner to review and inspect the plans submitted to the Housing and Community Development Committee pursuant to these Restrictions. The independent architect or engineer shall be employed in an advisory capacity to assist and advise the Committee and any recommendation of such independent architect or engineer shall not be binding upon the Committee. The Committee shall have the right, but not the duty, to inspect any completed construction or alteration on any Lot or building site, upon reasonable notice to the Owner and at a reasonable time, in order to determine whether such construction or alteration has been completed in accordance with the plans previously approved by the Committee.

6.16 Setbacks: In General. Except as provided in Section 6.17, below, the following setbacks shall apply to each Lot:

- (a) Front Setback. Twenty-five (25) feet from the property line parallel to and closest to the street fronting the Lot. If further from the Street, the front Setback shall be the Setback established by the majority of the existing buildings on the same block and facing the same street as the Lot.
- (b) Side Setback. Three (3) feet from the lot line(s) parallel to and furthest from the street fronting the Lot.
- (c) Rear Setback. Five (5) feet from the Lot line(s) parallel to and furthest from the street fronting the Lot.
- (d) For purposes of applying the setbacks as set forth in this Section, the "street fronting the Lot" shall mean the street closest to the Lot, or, if the Lot directly adjoins two parallel streets, either of such streets. If the Lot is a Corner Lot, both of the streets adjoining the Lot shall be treated as a "street fronting the lot" for purposes of applying the front Setback. The Setbacks with respect to the remaining Lot lines shall be applied by treating each such remaining Lot line as either a side or rear line by reference to whether such line is a side or rear Lot line of the adjoining Lot, provided that at least one Lot line is treated as a rear Lot line.

6.17 Setbacks: Developments on Contiguous Lots. With respect to developments on multiple contiguous Lots situated wholly within a single Lot or wholly within multiple contiguous Lots, the setbacks set forth in Section 6.16 above shall be applied as though such Lot or contiguous Lots were a single Lot.

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- 6.18 Construction Work. Except in an emergency, or when other unusual circumstances exist as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work on new construction, modification, or alterations of an Improvement shall be permitted only after 7:00 A.M. and before 8:00 P.M.

ARTICLE VII
Miscellaneous

- 7.1 Grandfathering/Non-Conforming. Any Lot, Structure or use of a Lot in violation of the Restrictions on the Effective Date of the Restrictions is considered nonconforming. Nonconforming Lots, Structures and uses shall not include any Lot, Structure, or use which violated any applicable laws, ordinances, or regulations on the Effective Date. Nonconformities are grandfathered and may continue in legal existence, but no nonconforming Structure may be replaced by a nonconforming Structure.

Nonconformities may be maintained, repaired, or cosmetically remodeled, but may not be structurally enhanced, expanded or reconstructed after a casualty loss where over 75% of the value of the nonconforming structure is destroyed. A non conformity loses its legal status at such time as the Lot, Structure or use comes into compliance with the Restrictions and thereafter, the nonconformity may not resume. Any nonconformity is deemed abandoned after 90 days of continuously being unused and uninhabited.

- 7.2 Choice of Law. The Restrictions are subject to and governed by the laws of the State of Texas.
- 7.3 Enforcement. Any Owner of a Lot or the Association or any of its successors or any designated representative of any such Owner may, to the extent and means permitted by law, enforce the Restrictions. Failure to enforce any Restriction at any time or with respect to any particular violation shall not constitute a waiver of any right to subsequently enforce the same or other restrictions.
- 7.4 Partial Invalidity. If any Restriction contained in this Declaration is held to be invalid or unenforceable, the remaining Restrictions shall remain in full force and effect.
- 7.5 Construction. The Restrictions shall be liberally construed to achieve the intent of the Owners. Any rule of construction to strictly construe restrictive covenants or to construe restrictive covenants in favor of the free use of land is inapplicable.
- 7.6 Multiple Counterparts. This instrument may be executed in multiple counterparts, all of which shall be considered part of the same instrument.

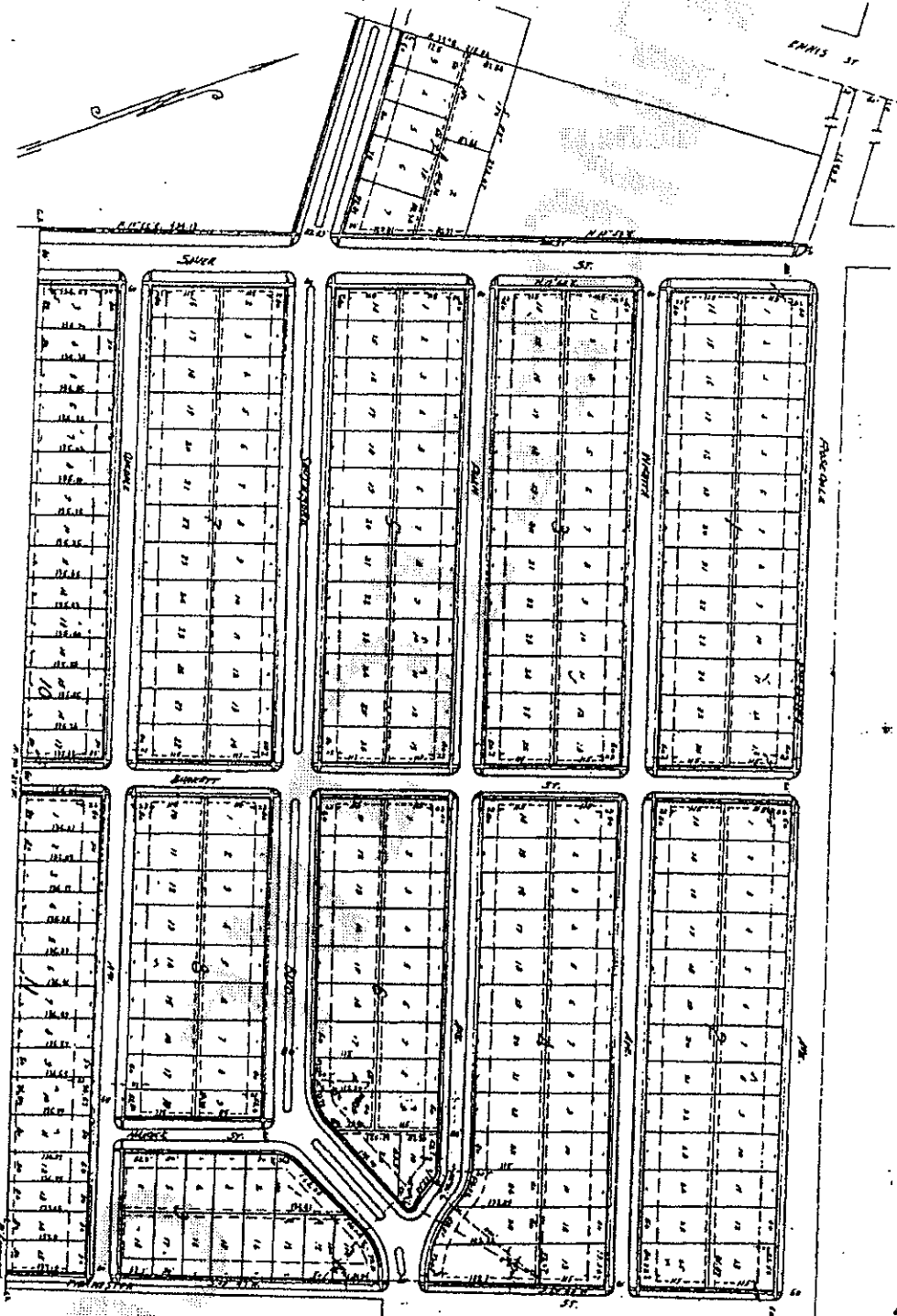
EXECUTED by Owners as of the dates shown on the respective notarized Signature Pages collectively attached as Exhibit A and incorporated herein for all purposes.

RP 843-26-0115

UNOFFICIAL COPY

RESTRICTIVE COVENANT
8/13/2007
Page 15 of 15

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



Lot 10 reserved to said donor and his heirs and assigns forever.

Done at JACKSONVILLE, FLA.
 this 1st day of APRIL, 1928.
 I, *Howard S. Eakin*, President of Southwood, Inc., do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the public records of this County, Florida.

Witness my hand and seal of office this 1st day of April, 1928.
 J. C. Eakin, Secy.
 J. C. Eakin, Secy.

918-98-648 RE

Vol. 11 Pg. 14

Southwood, Inc.
 By President.

No. 18915.
 To
 Dedication & Map.

State of Texas, County of Harris. We, Howard S. Eakin and Jas. E. Winston, Jr., President and Secretary, respectively of Southwood, Inc., owner of the property subdivided in the above plat and foregoing map of Southwood, Inc., do hereby make dedication of said property for and on behalf of said Southwood, Inc., according to the lines, lots, streets, alleys and easements therein shown, and designate said subdivision as Southwood, Inc., being Lot 10 & 1/2 E. Tiermaster in the City of Houston, Harris County, Texas, and on behalf of said Southwood, Inc., dedicate to public use the streets, alley and easements thereon. Witness our hands at Houston, Harris Co., Texas, this 1st day of April, 1928.

State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared Howard S. Eakin and Jas. E. Winston, Jr., President and Secretary, respectively of Southwood, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same as the act and deed of Southwood, Inc. and in the capacity therein set forth. Given under my hand and seal of office this 1st day of April, 1928.

F. I. Collins, Notary Public, Harris Co., Texas. (Seal).

This is to certify that the City Planning Board of Houston, Texas, has approved this plat and subdivision of Southwood, Inc., as shown herein, in testimony whereof, witness the official signatures of the Chairman and Secretary of said Board this 3rd day of April, A. D. 1928.

City of Houston Planning Board, By F. S. Simpson, Chairman.
 Approved L. S. Ryan, Jr. Secretary. (Seal). Approved L. S. Ryan, Jr. City Planning Engineer. Approved J. C. Eakin, City Engineer.

Filed for record Dec. 20, 1930, at 12:05 o'clock P.M. Recorded Jan. 7, 1931, at 12:35 o'clock P.M.
 Clerk County Court, Harris County, Texas.

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RP 049-06-0117

FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Specimen on the date and at the place stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

AUG 27 2007



Donny L. Kayser
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

TIMOTHY R. PLOCH, P.C.

Attorneys at Law
730 N. Post Oak Rd., Suite 100
Houston, Texas 77024

TELEPHONE (713) 862-4300
FAX (713) 862-7575

October 24, 2019

REGULAR MAIL AND
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Gerald Womack
Gerald Womack Development
4412 Almeda
Houston, Texas 77004

Re: 3349 Palm Street, Houston, Texas 77004

Dear Mr. Womack:

I represent the Southwood Civic Association. It is my understanding that you are selling the Property. Please note that this is a deed-restricted community and that any potential buyer (and certainly any buyer) needs to be informed of the same.

I have enclosed a copy of the deed restrictions.

Sincerely,

TIMOTHY R. PLOCH, P.C.

By: 

James Louis Hordern, Jr.

TRP:mg
cc:client