

**Declaration and Petition
For the Creation of Restrictions**

**The State of Texas
County of Harris**

This Declaration and Petition of Restrictions, herein referred to as "this Declaration," is adopted pursuant to Chapter 201 of the Texas Property Code by and between the undersigned owners of certain real properties situated within the boundaries of Vermont Commons Civic Association, which properties are more fully described herein, and more specifically identified herein as "the Properties". The boundaries of Vermont Commons Civic Association include properties in ten subdivisions, the map or plat of which is recorded in the Deed Records of Harris County, Texas as follows: Hillcrest (Vol. 523, Page 551); Hyde Park Main (Vol. 498, Page 25 and Vol. 516, Page 543); Hyde Park Main #3 (Vol. 489, Page 267); Hyde Park Main #4 (Vol. 502, Page 51); Hyde Park Main #6 (Vol. 655, Page 427); Sallie Morgan (Vol. 572, Page 282); Plainview #2 (Vol.474, Page 561); Shepherd Crest (Vol. 529, Page 594); Summit Place (Vol. 514, Page 307); and Wilfran Place (Vol. 725, Page 230), each of which was burdened by restrictions limiting at least a majority of the land to residential use only.

The purpose of this Declaration is to create, establish and carry out on properties where restrictions have expired a uniform plan that will preserve the predominant use and character of the Properties as a cohesive residential area consisting of detached homes, duplexes, garage apartments, and townhouses.

Now, the aforementioned consenting property owners do hereby declare, establish and adopt the following reservations, restrictions, and covenants, herein referred to as "Restrictions" which shall be applicable to the use, occupancy and conveyance of the aforementioned properties, and every contract, deed, or other written instrument hereafter executed and conveying the aforementioned properties shall be held to have been executed, delivered and accepted subject to the following Restrictions, regardless of whether or not said Restrictions are set out in full or are incorporated by reference in said contract, deed or other instrument.

**Article I
Definitions**

- 1.1. "**Code**" shall mean Chapter 201 of the Texas Property Code and any successor thereto.
- 1.2. "**Corner Property**" or "Corner Lot" shall mean a Property or 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 Property or Lot fronts.
- 1.3. "**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 Property and constructed for use by the occupants of such residence.
- 1.4. "**Driveway**" shall include only an area that is either paved with asphalt, concrete, brick, or similar material or overlaid with gravel, crushed stone, oyster shells, or similar hardened, loose materials.
- 1.5. "**Duplex**" shall mean a single free-standing building that is located on a single Property and that consists of two Single-Family Residences.
- 1.6. "**Garage**" shall mean a building or structure or part thereof designed for housing or storing one or more motor vehicles.
- 1.7. "**Garage Apartment**" shall mean a Single-Family Residence comprising the second story of a two-story free-standing garage that is part of a Detached Home.
- 1.8. "**Grade**" shall mean the average elevation of the ground, paved or unpaved, adjoining

building or structure, at the center of each exterior wall line. On an unbuilt Property, average elevation will be measured at the center point of the lines established by the building Setbacks as illustrated in Exhibit C hereof.

1.9. "**Height**" shall mean the vertical distance measured from the Grade to the highest finished roof surface.

1.10. "**Lot**" shall mean any of the separate lots as plotted in the original maps or plats for the subdivisions encompassing the Properties as recorded in the real property records of Harris County described in Exhibit A hereof and illustrated in Exhibit B hereof.

1.11. "**Pervious**" shall mean permeable or absorptive soil; unpaved.

1.12. "**Property**" (collectively "Properties") shall mean any separately-owned parcel or tract recorded as a separate parcel or tract in the real property records of Harris County, existing as of the date of filing this Declaration or thereafter created, within the area described in Exhibit A hereof and illustrated in Exhibit B hereof as the real property contained within the borders of the shaded area, other than property dedicated exclusively for use by the public or for use by utilities as contemplated by Section 201.009 (b)(1) of the Code.

1.13. "**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 property line to which the Setback refers.

1.14. "**Single-Family Residence**" shall mean a single, enclosed dwelling unit designed for and used as the common living space for a Single-Family Unit.

1.15. "**Single-Family Unit**" shall mean one family unit consisting of individuals all of whom are related to one another by blood, adoption, or marriage and not more than four (4) unrelated individuals, or one household unit consisting of not more than four (4) unrelated individuals.

1.16. "**Townhouse**" shall mean a Single-Family Residence that is situated on a single Property and that shares one or more exterior walls with one or more adjoining residential units.

Article II **Restrictions On Use**

2.1. Permitted Uses. Except as exempted in Section 2.2, each Property shall be used only as a residence by a single family unit, and only a building or structure that qualifies as a Single Family Residence (i.e. a Detached Home, Duplex, Garage Apartment, or Townhouse) shall be constructed or used on any property.

2.2. Limited Business Uses. The owner of a Property that otherwise qualifies under Section 2.1 may conduct a business or a professional activity within or from such residence, provided that such business or professional activity is only incidental to the primary use of the property as a residence; that such business or professional use is not apparent from outside the residence and that such business or professional activity does not employ or retain at the residence any individual who does not reside at the residence.

2.3. Specific Prohibitions.

a. No structure of a temporary or mobile character, such as a trailer, mobile home (excluding a recreational vehicle), tent, (other than for a private gathering for a period not to exceed seven days), shack, or shed shall be moved to or kept on any property at any time except by the owner of the Property or a person or entity engaged by the owner during the construction of a residence on the property.

b. No beer, wine, liquor or other alcoholic beverage or any illegal substance may be sold on or from any Property.

ARTICLE III
Restrictions on Construction

3.1. Density. No corner property shall have more than one (1) residence for every one thousand six hundred and sixty six (1,666) square feet of surface ground area. No property within the block shall have more than one (1) residence for every two thousand five hundred (2,500) square feet of surface ground area.

3.2. Setbacks: In General. Except as provided in Section 3.3 below, the following setbacks shall apply to each property:

a. Front Setback: Ten (10) feet from the property line parallel to and closest to the street fronting the Property, or 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 Property.

b. Side Setback: Two (2) feet from each of the property lines perpendicular to the street fronting the Property.

c. Rear Setback: Five (5) feet from the property line (s) parallel to and furthest from the street fronting the property, except that if such rear property line extends to the next street, the rear Setback shall be ten (10) feet in from such property line.

d. For purposes of applying the setbacks as set forth in sections 3.2.a.b.and c., the "street fronting the Property" shall mean the street closest to the property, or, if the Property directly adjoins two parallel streets, either of such streets. If the Property is a Corner Property, both of the streets adjoining the Property, shall be treated as a "street fronting the Property" for purposes of applying the front Setback. The Setbacks with respect to the remaining property lines shall be applied by treating each such remaining property line as either a side or rear property line by reference to whether such line is a side or rear property line of the adjoining Property, provided that at least one property line is treated as a rear property line.

3.3. Setbacks: Developments on Contiguous Lots or Properties. With respect to developments on multiple contiguous Properties situated wholly within a single Lot or wholly within multiple contiguous Lots, the Setbacks set forth in Section 3.2 above shall be applied as though such Lot or contiguous Lots and the Properties situated therein were a single Property.

3.4. Height Restrictions. No building or structure on any Property shall exceed three stories or thirty eight feet (38') in height, measured from grade, except that a chimney may extend an additional ten (10") feet in height.

3.5. Minimum Pervious Area. With respect to each Property (or combination of Properties under section 3.3), at least twenty-five percent (25%) of the surface land area between the property line and the front setback as set forth in Section 3.2.a. must be pervious and not used as driveway or parking.

3.6. Run-off. Any development on any Property (or any combination of Properties under Section 3.1.) shall provide for the containment of all rain water and associated run-off from the property, and the conveyance of such run-off directly from the Property into a street or public storm sewer.

ARTICLE IV
Miscellaneous Use Restrictions

4.1. Parking.

a. In General. Except as otherwise provided by law, no vehicle or trailer of any sort shall be parked at any time in a place in which it is visible from the street except in a garage or on a driveway or alongside a curb of a street.

b. Vacant Property. In addition to and not in lieu of any other restrictions in this declaration, no vehicle, trailer or construction equipment of any nature shall be parked on the area of any property that is vacant.

4.2. Fencing. Barbed wire, broken glass, electric fences, and similar dangerous materials shall not be used as fencing materials.

4.3. Signage.

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

- (i) advertising such property or residences on the Property for sale or rent;
- (ii) designating such Property as the recipient of an award by an administering or governing body such as a civic association;
- (iii) supporting an announced candidate immediately preceding a local, state or federal election.

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 the Property 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 property on which the sign is situated to the top of the sign.
- (iii) No sign may be illuminated.

c. Number of signs. Only one sign is allowed at any one time per Property for each use as set forth in Section 4.3.a.

ARTICLE V

Exclusions

5.1. Existing Violations ("Grandfather Clause"). The property of an owner shall not be in violation of the restrictions of this Declaration with respect to any nonconforming use, condition, building or structure, signage, or other circumstances that are in existence at the time that this Declaration is filed with the County Clerk as provided in Section 6.2.c hereof; provided, however, that, after the effective date of these Restrictions, should such nonconforming use be discontinued for a period of three months, such use shall be presumed to be abandoned and shall not thereafter be reestablished or resumed. Any nonconforming use that has been abandoned pursuant to the terms of this article and is thereafter resumed shall be considered a prohibited use in violation of these Restrictions. Except for reconstruction of a building or structure following a fire, storm, or other natural catastrophe to return the building or structure to substantially the same dimensions and condition as before such fire, storm, or other natural catastrophe, any new construction or reconstruction that would otherwise materially increase the floor area or height of a building or materially change the dimensions of the building must comply with the restrictions of this Declaration, and likewise any change of use, signage, or other conditions must comply with the restrictions of this Declaration.

5.2. Election Out. The property of an owner who executes this declaration as provided in Section 6.2.b hereof, shall be excluded from the operation of the restrictions of this Declaration if the owner elects to mark the appropriate box on the signature page for such Property to exclude the Property from the restrictions.

5.3. Owner Having No Notice. The restrictions of this Declaration shall not apply to any property of an owner who owned the Property at the time of the filing of this Declaration, who did not sign this Declaration, and who did not receive actual notice of the filing of this Declaration as provided in Section 6.2.d hereof.

5.4. Exclusion After Filing of Declaration. An owner of a property who does not sign this Declaration may delete that property from the operation of the restrictions by filing an acknowledged statement that describes the owner's property by reference to the recorded map or plat of the subdivision and states that the owner elects to have the property deleted and excluded from the restrictions if such statement is filed before one year after the date on which the owner receives actual notice of the filing of this Declaration.

5.5 Properties with Existing Restrictions. Properties subject to existing covenants and restrictions set forth in instruments duly recorded as part of a plan of development in the real property records of the County Clerk of Harris County, Texas at the time of the filing of this Declaration are excluded from the operation of the restrictions of this Declaration unless or until:

a. owners of fully developed burdened properties elect to amend their respective restrictions in accordance with the instrument that evidences their restrictions or with the Texas Property Code to conform their restrictions with the restrictions set forth in this Declaration and file the amended instrument in the real property records of Harris County, Texas; or

b. an owner who has filed a plan of development that includes restrictive covenants and who prior to implementing the plan either revokes the restrictive covenants or amends or modifies them to conform with the restrictions in this Declaration and files the revoking or modifying instrument in the real property records of Harris County, Texas; and

c. provided that owner(s) described in 5.5.a. or b. are not excluded by the operation of one or more other provisions for exclusion set forth in this Declaration.

5.6. Miscellaneous Exclusions. The restrictions of this Declaration shall not apply to any Property to the extent that such Property is excluded pursuant to Section 201.009(b)(5) of the Code, dealing with Properties owned by minors or persons declared to be incompetent, or Section 201.009(d) of the Code, dealing with lienholders.

5.7. Election to Remove Exclusion. With respect to any Property that has been excluded from the restrictions of this Declaration for any reason, whether as an entire Property or as part of a predecessor Property, the owner(s) of such Property may, at any time and to the extent permitted by law, elect to subject the Property to the restrictions of this Declaration by filing with the County Clerk a notarized statement describing the Property by reference to the recorded map or plat of the subdivision containing the Property and stating that such owner elects to subject the Property to the restrictions contained in this Declaration, and such Property shall thereafter be subject to the restrictions and terms of this Declaration, regardless of any change in ownership.

ARTICLE VI **Implementation**

6.1. Effective Date. The restrictions of this Declaration, subject to the exclusions set forth in this Declaration, shall become effective upon the date of filing of this declaration with the County Clerk of Harris County, Texas pursuant to Section 6.2.c below, provided that all steps of implementation as set forth in Section 6.2 below are taken within the prescribed time periods.

6.2. Steps of Implementation. The steps of implementation as referred to in Section 6.1 above are as follows:

a. Formation of Petition Committee. A Petition Committee consisting of at least three (3) owners of Properties shall be formed for the purpose of carrying out the steps of implementation as set forth in Section 6.2.b through 6.2.d below, and a notice of the formation of such Petition Committee shall be filed with the County Clerk of Harris County, Texas as provided in Section 201.005(b) of the Code. Such a notice was filed on January 31, 1995 by a Petition Committee consisting of the following owners: Cay Dickson, John W. Focke, Molly Glentzer, Yvonne Meyer, and Thomas C. Oxford.

b. Circulation to Property Owners. During the Petition Committee's existence, this Declaration shall be circulated to owners of Properties for signature and notary acknowledgment, which signature and acknowledgment shall be made, for the owner or owners of each Property, on a signature page in substantially the same form and content as shown in Exhibit D hereof, which in any event shall include alternate boxes that are clearly identified in a conspicuous manner next to the signature line that will allow the owner to indicate whether such owner elects to include or exclude the Property from the restrictions contained in this Declaration. Each owner of a property must sign the signature

page; however, only one election either to include or exclude the property shall be made for each property.

c. Filing of Declaration. On obtaining acknowledged signatures pursuant to section 6.2.b. of owners who own, in the aggregate, a majority of the total number of separately owned parcels, tracts, or building sites in the described area, this Declaration shall be filed with the County Clerk of Harris County, Texas by no later than one (1) year from the date that the notice of the formation of the Petition Committee was filed with the County Clerk as provided in Section 6.2.a above.

d. Notice and Certificate of Compliance. By no later than the sixtieth (60th) day following the date on which this Declaration is filed with the County Clerk as provided in Section 6.2.c, the Petition Committee shall prepare a notice meeting the requirements of Section 201.008(a) of the Code and publish and mail such notice to all record owners of all Properties as provided in Section 201.008(b) of the Code. Upon compliance with such notice of all requirements, a certificate of compliance executed by at least a majority of the members of the Petition Committee shall be filed with the County Clerk of Harris County, Texas.

6.3. Suit to Challenge Implementation Procedures. Any owner of a Property who has neither signed this Declaration nor filed a statement described in Section 5.4 and who wishes to challenge the procedures by which the implementation of the restrictions contained in this Declaration is sought must file suit under Section 201.010 of the Code before the one hundred eighty-first (181st) day following the date on which the Petition Committee files with the County Clerk the certificate of compliance as described in Section 6.2.d above.

ARTICLE VII Term of Restrictions

7.1 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 for an initial period of ten (10) years beginning on the effective date as set forth in Section 6.1 above and shall be automatically extended and renewed for successive terms of ten (10) years each, 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 seventy-five percent (75%) of the owners of the Properties at the time.

ARTICLE VIII Miscellaneous

8.1. Enforcement. Any owner of a Property or the Vermont Commons Civic Association or any of its successors may, to the extent and means permitted by law, enforce the restrictions contained in this Declaration. 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.

8.2. Partial Invalidity. If any of the restrictions contained in this Declaration is held to be invalid or unenforceable, the remaining restrictions shall remain in full force and effect.

8.3. 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 D.

Return to:
John F. Focke, President
Vermont Commons Civic Association
P. O. Box 130891
Houston, Texas 77219-1891

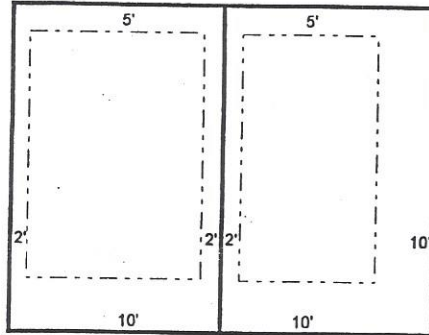
EXHIBIT A

The following lots and blocks are within the boundaries covered by the Declaration.

<u>Subdivision</u>	<u>Lots and Blocks</u>	<u>Streets</u> <u>(Facing and /or Adjoining)</u>
Hillcrest	Lots 7-12, Blk 56 Lots 9-12 & A, Blk 57 Lots 9-12 & A, B, Blk 65 Lots 5-12 & A, B, Blk 66 Lots 7-12, Blk 70 Lots 1-12, Blk 71	Huldy, Brun, Welch, and Vermont
Hyde Park Main	Lots 1-7, Blk 15 Lots 1-8, Blk 22 Lots 1-6, Blk 27 Lots 1-6, Blk 56 Lots 1-12, Blk 25 Lots 1-12, Blk 26 Lots 5-12, Blk 23 Lots 5-12, Blk 24 Lots 5-8, Blk 57	Lots 1-4, Blk 57 Lots 1-7, Blk 58 Lots 1-8, Blk 66 Lots 1-14, Blk 67 Huldy, Brun, McDuffie, Hazard, Driscoll, Indiana Welch, and Vermont
Hyde Park Main, Section 3	Lots 9-16, Blk 16 Lots 15-16, Blk 17 Lots 1-16, Blk 60 Lots 9-16, Blk 61 Lots 15-16, Blk 62 Lots 1-2, 15-16, Blk 63	Huldy, Brun, and Fairview
Hyde Park Main, Section 4	Lots 8-14, Blk 64 Lots 5-8, Blk 65	Huldy and Indiana
Hyde Park Main, Section 6	Lots 1-20, Blk 70 Lots 11-20, Blk 71 Lots 1-20, Blk 72 Lots 1-10, Blk 73	Hazard, Driscoll, Haddon, and Vermont
Sallie Morgan	Lots 1-5, Blk 1 Lots 1-12, Blk 2 Lots 1-6, Blk 3	Huldy and Brun
Plainview, Section 2	Lots 1-8, Blk 13 Lots 1-16, Blk 14 Lots 1-16, Blk 15 Lots 1-8, Blk 16 Lots 1-9, Blk 17 Lots 1-9, 18-26, Blk 18 Lots 1-9, 18-26, Blk 19 Lots 1-9, Blk 20	McDuffie, Hazard, Driscoll, and Fairview
Shepherd Crest	Lots 1-11, Blk 72 Lots 1-22, Blk 73 Lots 11-20, Blk 74	Brun, Huldy, Haddon, and Vermont
Summit Place	Lots 1-14, Blk 13 Lots 1-14, Blk 14 Lots 1-4, 13-16, Blk 23 Lots 1-4, 13-16, Blk 24 Lots 1-4, Blk 57 Lots 8-14, Blk 58	McDuffie, Hazard, Driscoll, and Indiana
Wilfran Place	Lots 1-10, Blk 1 Lots 1-20, Blk 2 Lots 1-20, Blk 3 Lots 12-21, Blk 4	McDuffie, Hazard, Haddon, and Vermont

EXHIBIT C

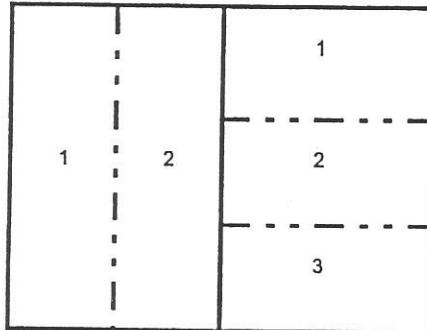
Setbacks



Interior property
within a block

Corner property

Density



Interior property
within a block
2500 SF min.
property

Corner property
1,666 SF min.
property

APPROVED FOR RECORDING ONLY

Raymond J. Anderson
COUNTY ENGINEER