

Campbell Place Subdivision

Deed Restrictions

As of August 25th, 2022, the Campbell Place Subdivision deed restrictions are an aggregation of the original deed records filed with Harris County, Texas on May 1st, 1946 and of all subsequent amendments, the most recent of which was filed on February 11th, 2011.

Contained in this summary of the deed restrictions are the following:

- Copy of the original filing dated May 1, 1946
- Copy of the first amendment to the restrictions filing dated November 11th, 1963
- Copy of 'Judgement Restriction re Commercial Property' dated October 10th, 1971
- Copy of the second amendment to the restrictions filing dated November 5th, 1992
- Copy of the third amendment to the restrictions filing dated February 11th, 2011

These copies include the specific verbiage of the documents, but do not include the signature pages and dates recorded for each in the Harris County, Texas files.

VOL. 1444 PAGE 81 DEED RCDS.

#323687

RESTRICTIONS

DATED: May 1st, 1946
FILED: May 1st, 1946
AT 11:40 O'clock A.M.

FROM CARL M. KNAPP

TO - - - - -

THE STATE OF TEXAS |
 |
COUNTY OF HARRIS |

The undersigned, Carl M. Knapp, owner of Campbell Place, a per map of said Campbell Place, which is recorded in volume 22, page 74, of the Map Records of Harris County, Texas, does hereby establish and impose the following restrictions upon the use of said property, which said restrictions shall constitute covenants running with the land, and shall inure to the benefit of each and every owner of lands in said Campbell Place, and their assigns, and to Carl M. Knapp and his assigns; said restrictions shall be referred to, adopted and made a part of each and every contract and deed executed by Carl M. Knapp and his assigns, conveying said property or any part thereof, by appropriate reference to these restrictions, making the same a part of such conveyance to all intents and purposes as incorporated at length therein; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the expressed conditions herein stated; and the said restrictions shall run for the period hereinafter set forth, to-wit:

1. Except as hereinafter stated, all sites in Campbell Place shall be used for residential purposes only. This shall be interpreted to exclude dairies, poultry raising establishments for profits, tourists courts, stores, businesses, or business establishments of any sort, and any usage other than residential usage is expressly forbidden. The keeping of horses, milch cows and poultry for the use of the family occupying this site is not prevented by this restriction.

CONT'D.

CONT'D. #2

2. Should the owners of more than 50% of the tracts, as per recorded plat, agree by written instrument filed with the County Clerk of Harris County, Texas, then any owner may use and/or lease his property for exploration, drilling, producing and/or mining for oil, gas and other minerals of whatsoever character. Each tract shown on the plat (but not fractional tracts) shall have one vote.

3. Only one single family residence and the usual accessory outbuildings used in connection with the residence shall be erected on any site in Campbell Place.

The term "single family residence" as used herein shall be held to exclude hospitals, duplex houses, or apartment houses, and such use of this property is hereby expressly prohibited.

4. No one-story dwelling shall be erected on any building site in Campbell Place that has a ground floor square foot area of less than 1000 square feet; and no one and one-half or two-story dwelling shall be erected that has a ground floor square foot area of less than 700 square feet; in both cases exclusive of area in garage space or in outhouses.

5. All owners in Campbell Place specifically agree to have toilets and similar receptacles connected to septic tanks or similar contrivances for sewage disposal. No open or yard toilets shall be permitted on any tract in Campbell Place.

6. Property in Campbell Place shall never be sold, leased, used by or rented to any person other than of the Caucasian race.

7. Main buildings built on any tract in Campbell Place shall not be nearer the front line of the tract than the building set-back line shown on the recorded map, nor nearer than fifteen feet to the side lines of the tract. Cutbuildings shall not be nearer than ten feet to the side or rear lines of the tract nor nearer than one hundred feet to the front lines of the tracts, nor nearer than one hundred feet to Campbell Road.

Garages, if part of the main building, shall be built in accordance with set back distances provided for the main house.

CONT'D.

CONT'D. #3

All corner lots are to be considered as fronting in a Northerly or Southerly direction.

8. No garage or out-house any be used as a residence during construction of mainbuilding or otherwise on any site in Campbell Place, except by servants working on the site.

9. No sewage, trash, garbage, or refuse shall be dumped in any road or road-side ditch in or adjoining Campbell Place.

10. No pigs or swine may be kept upon any site in Campbell Place.

11. No building material shall be stored upon any site in Campbell Place except during construction and all sites shall be kept clear of debris.

12. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other site in Campbell Place to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

13. All of the restrictions and covenants herein set forth shall continue for a period of twenty-five (25) years from May 1st, 1946, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that should the owners of the majority of the sites in Campbell Place desire to change, modify or eliminate the said restrictions, they may do so by executing and acknowledging an appropriate agreement in writing for such purpose and file the same for record in the manner then required for the recording of land instruments, at least one (1) year prior to the expiration date of the first twenty-five (25) year period and at least one (1) year prior to the expiration of any ten (10) year period thereafter.

WITNESS my hand on this the first day of
May A. D. 1946.

CARL M. KNAPP.

099-20-0037

STATE OF TEXAS

COUNTY OF HARRIS

NOV-1963 313045 > B794003 B PD 38.65

WHEREAS, the restrictive covenants of Campbell Place dated the first day of May, 1946, and recorded in Volume 1444, Page 81 et seq., of Harris County Deed Records, imposed restrictions, upon the use of properties in Campbell Place, which constituted covenants running with the land, and inuring to the benefit of land owners in said Campbell Place, and their assigns, and plainly providing that said restrictions and covenants, imposing restrictions and conditions upon the use of properties in Campbell Place, would continue in effect for a period of twenty-five (25) years, from May 1, 1946, and further providing that said restrictions and covenants shall automatically be extended thereafter for successive periods of ten (10) years; and further expressly and plainly providing that the owners of the majority of the sites in Campbell Place might change and modify said restrictions and covenants, by executing and acknowledging an appropriate instrument in writing for such purpose and file the same for record; and,

WHEREAS, the undersigned, being owners of property sites in Campbell Place (as reflected by the property ownership indicated opposite our respective names), do hereby acknowledge and declare that Campbell Place is a Subdivision of land in Harris County, Texas, upon which restrictions were imposed by the subdivider upon the use of the land (sites) in said Campbell Place Subdivision; that such restrictions were established by the above described instrument of dedication executed by the subdivider and duly recorded prior to the conveyance by said subdivider of and lots (or sites) of land in said subdivision; that said

099-20-0038

their predecessors in title, were conveyed subject to said restrictive covenants and the record thereof; that said restrictive covenants are valid and enforceable, and that each and all of the undersigned (and their predecessors in title) relied upon same in the purchase of property in said Subdivision, and depended upon the strict enforcement of said restrictive covenants, and the assurance that the undersigned might further amend or modify the same to be assured, among other things, that no lots, sites or property in Campbell Place Subdivision could be used at any time for business usages or as a commercial establishment, or for any other use other than for residential purposes; and understood that the provision that "only one single family residence and the usual accessory outbuildings used in connection with the residence erected on any site in Campbell Place" did not comprehend or include trailer houses; and said undersigned property owners do hereby irrevocably and mutually declare, agree and covenant as follows:

(1) The restrictions (set forth in the aforementioned restrictive covenant agreement dated May 1, 1946, and recorded in Volume 1444, Page 81, et seq., of Harris County Deed Records (to which refer in aid hereof) are recognized and declared to be in full force and effect, and operating as covenants against all lots (or sites) in Campbell Place, and the same shall hereafter continue in full force and effect, without any further action or consent of the owners of lots (or sites) in Campbell Place, and shall automatically be extended and shall continue in full force and effect for successive periods of ten (10) years.

(2) To be certain that said restrictive covenants are continued in force and effect up to the end of the current 25 year

amend said restrictive covenants as follows:

TERM: These restrictive covenants are covenants running with the land, and shall continue in full force and effect, as to all lots, sites or tracts of land in said Campbell Place Subdivision, for a period of Ten (10) years after May 1, 1971, and until May 1, 1981, and shall thereafter automatically continue in full force and effect for successive ten (10) year periods after May 1, 1981, unless and until a notarized instrument be signed by a majority of the then owners of lots, sites and tracts of land in Campbell Place, agreeing to change or modify this covenant.

(3) To be certain that the term "only one single family residence and the usual accessory outbuildings used in connection with the residence erected on any site in Campbell Place" is used in its strict sense, and clearly forbids trailers, trailer houses, mobile homes and residences of a temporary nature, Paragraph 3 of said above referred restrictive covenants reading as follows:

"3. Only one single family residence and the usual accessory outbuildings used in connection with the residence shall be erected on any site in Campbell Place. The term "single family residence" as used herein shall be held to exclude hospitals, duplex houses, or apartment houses, and such use of this property is hereby expressly prohibited."

be and the same is hereby modified and amended, so that the same shall hereafter be, and read as follows:

"3. Only one single family residence and the usual accessory outbuildings used in connection with the residence shall be erected on any site in Campbell Place. The term "single family residence" as used herein shall exclude, and be held to exclude, hospitals, duplex-houses or apartment houses, and trailers, trailer

099-20-0040

be permitted.

(4) To be sure that no billboards or advertising signs, shall be placed on any lot, site or street in Campbell Place, the above referred restrictive covenants are hereby amended to add a new paragraph thereto, numbered paragraph 14, reading as follows:

"14. No bill board or advertising signs of any kind, ~~OR~~ signs or structures of any kind advertising articles or products of any kind for sale, or the display of articles or products for sale, shall be placed on any lot, site or street in Campbell Place, excepting only that owners may use suitable signs in selling property in said subdivision.

We, the undersigned, being owners of a majority of the lots or sites in Campbell Place (as reflected by our respective property ownerships, indicated opposite our names), do hereby subscribe our names hereto, this 30TH day of September, 1963, and on the respective dates shown below.

UNOFFICIAL COPY

1002

NAME OF OWNER:

OWNER OF THE FOLLOWING PROPERTY:

J. V. Cardiff Jr.
Doris Cardiff

Lot 13 in Blk 4, Campbell Place

Wm E. Gibson
Rais S. Gibson

Lot 12 in Blk 4, Campbell Place

Carl Becker

Lot 4 in Blk 5, Campbell Place

Elinor S. Becker

C. K. Fulcher

Lot 14 in Blk 4, Campbell Place

B 794003

AMENDMENT OF RESTRICTIONS

J. V. CARDIFF, JR., ET AL

TO: - - - - -

STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS, the restrictive covenants of CAMPBELL PLACE dated the first day of May, 1946, and recorded in Volume 1444, page 81 et seq., of Harris County Deed Records, imposed restrictions, upon the use of the properties in CAMPBELL PLACE, which constituted covenants running with the land, and inuring to the benefit of land owners in said CAMPBELL PLACE, and their assigns, and plainly providing that said restrictions and covenants, imposing restrictions and conditions upon the use of properties in CAMPBELL PLACE, would continue in effect for a period of twenty-five (25) years, from May 1, 1946, and further providing that said restrictions and covenants shall automatically be extended thereafter for successive periods of ten (10) years; and further expressly and plainly providing that the owners of the majority of the sites in CAMPBELL PLACE might change and modify said restrictions and covenants, by executing and acknowledging an appropriate instrument in writing for such purpose and file the same for record; and,

WHEREAS, the undersigned, being owners of property sites in CAMPBELL PLACE (as reflected by the property ownership indicated opposite our respective names) do hereby acknowledge and declare that CAMPBELL PLACE is a subdivision of land in Harris County, Texas, upon which restrictions were imposed by the subdivider upon the use of the land (sites) in said CAMPBELL PLACE Subdivision; that such restrictions were established by the above described instrument of dedication executed by the sub-divider and duly recorded prior to the conveyance by said sub-divider of and lots (or sites) of land in said subdivision; that said restrictions were a part of the general plan or scheme of development adopted by the subdivider, covering all lots, sites or tracts of land in said Campbell Place Subdivision; and that conveyances of lots, sites or tracts of land by each of the undersigned, and their predecessors in title, were conveyed subject to said restrictive covenants and the record thereof; that said restrictive covenants are valid and enforceable, and that each and all of the undersigned (and their predecessors in title) relied upon same in the purchase of property in said subdivision, and depended upon the strict enforcement of said restrictive covenants, and the assurance that the undersigned might further amend or modify the same to be assured, among other things, that no lots, sites or property in CAMPBELL PLACE Subdivision could be used at any time for business usages or as a commercial establishment, or for any other use other than for residential purposes; and understood that the provision that "only one single family residence and the usual accessory outbuildings used in connection with the residence erected on any site in CAMPBELL PLACE" did not comprehend or include trailer houses; and said undersigned property owners do hereby irrevocably and mutually declare, agree and covenant as follows:

(1) The restrictions (set forth in the aforementioned restrictive covenant agreement dated May 1, 1946, and recorded in Volume 1444, page 81, et seq., of Harris County Deed Records (to which refer in aid hereof) are recognized and declared to be in full force and effect, and operating as covenants against all lots (or sites) in CAMPBELL PLACE, AND THE SAME SHALL HEREAFTER CONTINUE IN FULL FORCE and effect, without any further action or consent of the owners of lots (or sites) in CAMPBELL PLACE, and shall automatically be extended and shall continue in full force and effect for successive periods of ten (10) years.

(2) To be certain that said restrictive covenants are continued in force and effect up to the end of the current 25 year period ending May 1, 1971, and to be further sure that said restrictive covenants are continued in force and effect beyond May 1, 1971, and for successive ten (10) year periods thereafter, we do hereby amend said restrictive covenants as follows:

TERM: These restrictive covenants are covenants running with the land, and shall continue in full force and effect, as to all lots, sites or tracts of land in said CAMPBELL PLACE Subdivision, for a period of Ten (10) years after May 1, 1971,

CONT'D.

and until May 1, 1981, and shall thereafter automatically continue in full force and effect for successive ten (10) year periods after May 1, 1981, unless and until a notarized instrument be signed by a majority of the then owners of lots, sites and tracts of land in CAMPBELL PLACE, agreeing to change or modify this covenant.

(3) To be certain that the term "only one single family residence and the usual accessory outbuildings used in connection with the residence erected on any site in CAMPBELL PLACE" is used in its strict sense, and clearly forbids trailers, trailer houses, mobile homes and residences of a temporary nature, Paragraph 3 of said above referred restrictive covenants reading as follows:

"3. Only one single family residence and the usual accessory outbuildings used in connection with the residence shall be erected on any site in CAMPBELL PLACE. The term "single family residence" as used herein shall be held to exclude hospitals, duplex houses, or apartment houses, and such use of this property is hereby expressly prohibited."
be and the same is hereby modified and amended, so that the same shall hereafter be, and read as follows:

"3. Only one single family residence and the usual accessory outbuildings used in connection with the residence shall be erected on any site in CAMPBELL PLACE. The term "single family residence" as used herein shall exclude, and be held to exclude hospitals, duplex-houses or apartment houses, and trailers, trailer houses, mobile homes or any type of tent; and no shack, barn or other outbuilding of any nature ever be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

(4) To be sure that no billboards or advertising signs, shall be placed on any lot, site or street in CAMPBELL PLACE, the above referred restrictive covenants are hereby amended to add a new paragraph thereto, numbered paragraph 14, reading as follows:

"14. No bill board or advertising signs of any kind, or signs or structures of any kind advertising articles or products of any kind for sale, or the display of articles or products for sale, shall be placed on any lot, site or street in CAMPBELL PLACE, excepting only that owners may use suitable signs in selling property in said subdivision.

We, the undersigned, being owners of a majority of the lots or sites in CAMPBELL PLACE (as reflected by our respective property ownerships, indicated opposite our names), do hereby subscribe our names hereto, this 30th day of September, 1963, and on the respective dates shown below.

OTHER LOTS AND BLOCKS * * * * *
A. R. MANDEEN Lot 3 in Blk. 5, CAMPBELL PLACE
OTHER LOTS AND BLOCKS * * * * *

(DULY ACKNOWLEDGED) * * * * *

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113-48-0435

(88)

Date: June 27, 1992

9221 LARSTON RD.
Property Address
Block 5, Lot 6

Clinton M. Lockamy 10v
(Owner's Signature)

CLINTON M. LOCKAMY
(Print Name)

Marian B. Lockamy 10v
(Owner's Signature)

MARIAN B. LOCKAMY
(Print Name)

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Clinton M. Lockamy
Marian B. Lockamy, known to me to be the person(s) whose name(s) is(are) subscribed to the
foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of June
1992.



Kathleen Livingston
NOTARY PUBLIC STATE OF TEXAS
Kathleen Livingston

Date: June 27, 1992

9238 Larston
Property Address/Description
Block 4, Lot 13

John Victor Cardiff Jr.
(Owner's Signature)

JOHN VICTOR CARDIFF JR 10v
(Print Name)

Mary D. Cardiff
(Owner's Signature)

MARY D. CARDIFF 10v
(Print Name)

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John Victor Cardiff Jr.
Mary D. Cardiff, known to me to be the person(s) whose name(s) is(are) subscribed to the
foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of June
1992.



Kathleen Livingston
NOTARY PUBLIC STATE OF TEXAS
Kathleen Livingston

MAL/Amendment

RESTR
D D

THE STATE OF TEXAS

JUDGMENT RESTRICTIONS

COUNTY OF HARRIS

135-29-2397

0440491

CAMPBELL PLACE ADDITION

Be it known that by judgment entered the 29th day of March, 1971, recorded in Volume 764, Page 896 of the General Minutes of the District Courts of Harris County, Texas, in Cause No. 769,983, styled Charles L. Palmer, et al vs. M. M. Dikeman, et al, the subdivision restrictions for Campbell Place Addition, Recorded in Volume 1444 Page 81 and Volume 5328 Page 1 of the Deed Records of Harris County, Texas, were modified to provide that the hereinafter described real estate in said addition, could be used for commercial purposes, subject, however, to the provision that a fence at least eight feet tall and twelve inches thick, of suitable brick, shall be constructed to separate the hereinafter described lots from the remainder of said subdivision, said fence to run North and South so as to form, as much as possible, a straight line; the cost of said fence to be paid for by the owners of such lots prior to their being used for commercial purposes and said fence to be constructed all at once and not in portions, and that the lots so affected are hereby described as follows:

Lots Six (6) and Seven (7) in Block Two (2); Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block Three (3); Lots Seven (7), Eight (8) and Nine (9) in Block Six (6); and Lots Five (5), Six (6) and Seven (7) in Block Seven (7) of Campbell Place, a Subdivision of Harris County, Texas, per map or plat thereof recorded in Volume 22, Page 74 of the Map Records of Harris County, Texas.

EXECUTED this 15th day of October, 1971.

Leonard Tritico
Leonard Tritico, President Campbell Place Civic Club

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Leonard Tritico, to me well known, who, after being duly sworn, upon his oath, stated that he has executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

SWORN TO and subscribed before me, the undersigned authority, on this day of October, 1971.



Handwritten signature or initials

1971 OCT 18 AM 9 36

135-29-2398

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was filed in
the Public Records of Harris County, Texas on
October 18, 1971 at 9:36 AM.

CLERK OF COURTS



Handwritten signature
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

JUDGMENT RESTRICTIONS

Campbell Place Addition

WILLIAM E. MALLIA
Attorney at Law
8411 Gaylord Drive
P. O. Box 19444

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N942703

113-48-0433

11/05/92 00027339 N942703 \$ 103.00

SECOND AMENDMENT
TO RESTRICTIONS FOR
CAMPBELL PLACE

Restr.

lee

THE STATE OF TEXAS :
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CARL M. KNAPP, (the "Declarant") was the sole owner of that certain property known as CAMPBELL PLACE, a subdivision according to the map or plat thereof recorded in Volume 22, Page 74, of the Map Records of Harris County, Texas; and

103.
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WHEREAS, by that certain instrument entitled "RESTRICTIONS", executed on or about April 17, 1946 and filed of record on May 1, 1946, in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. 323687 (the "Restrictions"), the Declarant imposed on Campbell Place, all those certain covenants, conditions, and restrictions therein set forth; and

WHEREAS, the Restrictions were amended by that certain instrument executed on September 30, 1963 and filed of record on November 9, 1963, in the Official Public Record of Real Property of Harris County, Texas, under County Clerk's File No. B794003 ("the Amendment"); and

WHEREAS, Paragraph 13 of the Restrictions provides that the Restrictions may be changed, modified or eliminated at least one (1) year prior to the expiration date of the first twenty-five (25) year period and at least one (1) year prior to the expiration of any ten (10) year period thereafter by written agreement executed and acknowledged by a majority of site owners in Campbell Place, which must be filed of record; and

WHEREAS, the Amendment provides that the restrictive covenants shall continue in full force and effect for successive ten (10) year periods after May 1, 1981, unless and until a notarized instrument be signed by a majority of the then owners of lots, sites and tracts of land in Campbell Place, agreeing to change or modify this covenant; and

WHEREAS, the undersigned, being at least a majority of the site owners in Campbell Place, wish to amend the Restrictions as set forth below.

NOW, THEREFORE, the undersigned, being at least a majority of the site owners within Campbell Place, hereby amend the Restrictions as follows:

113-48-0434

Paragraph 15 of the Restrictions is to be added to read as follows:

15. Subdivision of Lots or Sites. No Lot or Site within Campbell Place shall ever be subdivided or partitioned and no Lot or Site shall be sold except in its entirety as reflected in the original plat for Campbell Place except for those Lots or Sites designated for Commercial use.

This amendment to the Restrictions as set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Restrictions and Amendment. All provisions of the Restrictions and Amendment not amended hereby are ratified and confirmed in each and every particular, except for Section 6 of the Restrictions, and shall continue in full force and effect pursuant to the terms of the Restrictions and Amendment against all Lots and Sites within the subdivision SAVE AND EXCEPT for Lots 6 and 7 in Block 2, Lots 6, 7, 8, 10, 11 and 12 in Block 3, the portion of Lot 9 east of the brick wall in Block 3, Lots 7, 8, and 9 in Block 6 and Lots 5, 6 and 7 in Block 7 of Campbell Place all of which shall be used for commercial purposes in connection with the Judgment rendered in Cause No. 769,983 styled Charles L. Palmer, et al vs. M. M. Dikeman, in the 152nd Judicial District Court of Harris County, Texas. These commercial Lots or Sites shall no longer be subject to the Restrictions or any Amendment thereof.

IN WITNESS WHEREOF, the undersigned, representing at least a majority of the site owners in Campbell Place, for the purpose of acknowledging their consent and approval to the second amendment to the Restrictions have executed this instrument to be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas.

After Recording Return To: ✓

~~Truster: F. W. A. Holley~~
~~5712 Westheimer, Suite 1600~~
~~Houston, TX 77055~~

John H. Rickman
9214 Elizabeth
Houston, TX 77055-6411

4
Amend
14.50
W

20110060410
02/11/2011 RP2 \$190.50

**THIRD AMENDMENT TO RESTRICTIONS
OF
CAMPBELL PLACE**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, CARL M. KNAPP, (the "Declarant") was the sole owner of that certain property known as CAMPBELL PLACE, a subdivision according to the map or plat thereof recorded in Volume 22. Page 74, of the Map Records of Harris County, Texas; and

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WHEREAS, by that certain instrument entitled "RESTRICTIONS", executed on or about April 17, 1946 and filed of record on May 1, 1946, in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. 373687 (the "Restrictions"), the Declarant imposed on Campbell Place, all those certain covenants, conditions, and restrictions therein set forth; and

WHEREAS, the Restrictions were amended by that certain instrument executed on September 30, 1963 and filed of record on November 9, 1963, in the Official Public Record of Real Property of Harris County, Texas, under County Clerk's File No. B794003 ("the Amendment"); and

WHEREAS, the Restrictions were amended a second time by that certain instrument executed on June 29, 1992 and filed of record on November 5, 1992 in the Official Public Record of Real Property of Harris County, Texas, under County Clerk's File No. N942703 ("the Second Amendment")

WHEREAS, Paragraph 13 of the Restrictions provides that the Restrictions may be changed, modified or eliminated at least one (1) year prior to the expiration date of the first twenty-five (25) year period and at least one (1) year prior to the expiration of any ten (10) year period thereafter by written agreement executed and acknowledged by a majority of site owners in Campbell Place, which must be filed of record; and

WHEREAS, the Amendment provides that the restrictive covenants shall continue in full force and effect for successive ten (10) year periods after May 1, 1981, unless and until a notarized instrument be signed by a majority of the then owners of lots, sites and tracts of land in Campbell Place, agreeing to change or modify this covenant; and

WHEREAS, the undersigned, being at least a majority of the site owners in Campbell Place, wish to amend the Restrictions as set forth below.

NOW, THEREFORE, the undersigned, being at least a majority of the site owners within Campbell Place, the Restrictions to be amended to read as follows:

Paragraph 1 of the existing restrictions is amended to read:

1. Each tract in Campbell Place and the residential dwelling on the tract shall be used for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of any tract for any multi-family use or for any business, professional or other commercial activity of any type unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the tract and the residential dwelling on the tract for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business related sign displayed on the tract, there are no clients, customers, employees or the like who go to the tract for any business related purpose on any regular basis, and the conduct of the business activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like. No animal breeding kennel may be kept on a tract. The keeping of horses, milk cows, and poultry for the use of the family occupying this site is not prevented by this restriction.

Paragraph 2 of the existing restrictions is amended to read:

2. No oil, gas or other mineral exploration, drilling, producing or mining activity of any kind shall be conducted on a tract.

Paragraph 3 of the existing restrictions is amended to read:

3. Only one single family residence and the usual accessory outbuildings used in connection with the residence shall be erected on any site in Campbell Place. The term "single family residence" as used herein shall exclude, and be held to exclude hospitals, duplex-houses, townhouses, or apartment houses, and trailers, trailer houses, recreational vehicles, mobile homes or any type of tent; and no shack, barn or other outbuilding of any nature ever be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

To the fullest extent allowed by law, no tract or residential dwelling or other structure on a tract shall be used for the operation of a "group home", "family home", "community home", "half-way house", day care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous criminal activities or convictions, alcohol or drug dependency, physical or mental handicap or illness, or the like.

Paragraph 6 of the existing restrictions is deleted in its entirety.

Paragraph 7 of the existing restrictions is amended to read:

7. No residential dwelling or attached garage on a tract in Campbell Place shall be located nearer to the front property line than the building setback shown on the recorded plat, nor nearer to any side property line than fifteen (15) feet. No residential dwelling or attached garage on a tract in Campbell Place shall be located nearer to the rear property line than fifty (50) feet. No permitted accessory building on a tract shall be located nearer to a side property line than ten (10) feet, nor nearer to the front property line than one hundred (100) feet. No permitted accessory building on a tract shall be located nearer to Campbell Road than one hundred (100) feet. All setbacks shall be measured from the foundation.

The residential dwelling on a corner tract shall face in either a northerly or southerly direction, whichever is appropriate.

Paragraph 9 of the existing restrictions is amended to read:

9. No garbage, trash, debris or refuse shall be kept or allowed to remain on any tract if visible from the street in front of the tract or any neighboring tract except to make the same available for collection and then only for the shortest time reasonably necessary to effect collection. Garbage and trash made available for collection shall be placed in tied trash bags or covered containers. Heavy trash shall not be placed at the front of a tract for pick up more than five (5) days prior to scheduled collection. As used herein, "heavy trash" means rubbish or trash which is of such size and weight that it cannot be containerized, including, but not limited to, major appliances and tree limbs having a diameter or three (3) inches or more. No garbage, trash, debris or refuse shall be placed in any drainage or other ditch in Campbell Place.

Paragraph 10 of the existing restrictions is amended to read:

10. No hogs, swine, or pigs shall be kept on any tract in Campbell Place for any purpose

Paragraph 12 of the existing restrictions is amended to read:

12. If the parties hereto or any owner and occupant of a lot in Campbell Place, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other site in Campbell Place to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction,

and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Paragraph 13 of the existing restrictions is amended to read:

13. All of the restrictions and covenants herein set forth shall continue for a period of twenty-five (25) years from May 1st 1946 , and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that should the owners of sixty percent (60%) of the sites in Campbell Place desire to change, modify or eliminate the said restrictions, they may do so by executing and acknowledging an appropriate agreement in writing for such purpose and file the same for record in the manner than required for the recording of land instruments, at least one (1) year prior to the expiration date of the first twenty-five (25) year period and at least one (1) year prior to the expiration of any ten (10) year period thereafter.

Paragraph 16 of the existing restrictions is amended to read:

16. The owner of two contiguous Lots or Sites in Campbell Place may combine such Lots or Sites. Provided that only one single family residence and usual accessory outbuildings in connection with the residence shall be constructed on the combined Lots or Sites. The single family residence may be located on one or both Lots or Sites. An owner cannot combine more than two Lots or Sites.

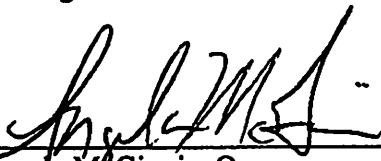
Paragraph 17 of the existing restrictions is amended to read:

17. These amendments shall become effective upon recording in the Official Public Records of Real Property of Harris County, Texas. Any circumstance or condition which exists prior to the date these amendments are recorded and which is not in compliance with these amendments shall not be required to be abated or removed. Provided, however, if any such circumstance or condition is voluntary or involuntarily removed abated or discontinued after the date these amendments are recorded, such circumstance or condition may not be renewed or replaced in a manner inconsistent with the provisions of these amendments. Further, any such circumstance or condition that is non-structural is personal to the current owner of the property and any new purchaser of the property may not continue any non-structural violation of this Amendment. Notwithstanding the foregoing, this provision shall not be construed to affect the right of a party to proceed with or initiate action against a person who is in violation of the prior restrictions after the effective date of these amendments so long as the acts or circumstances constituting a violation of the prior restrictions also violate the provisions of these amendments


If legal assistance is obtained to enforce any provision of the Deed Restrictions, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Deed Restrictions or the restraint of violations of the Deed Restrictions, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

This third amendment to the Restrictions as set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Restrictions, Amendment and Second Amendment. All provisions of the Restrictions and Amendment not amended hereby are ratified and confirmed in each and every particular, except for Paragraph 6 of the Restrictions, and shall continue in full force and effect pursuant to the terms of the Restrictions and Amendment against all Lots and Sites within the subdivision.

IN WITNESS WHEREOF, the undersigned, representing at least a majority of the site owners in Campbell Place, for the purpose of acknowledging their consent and approval to the third amendment to the Restrictions have executed this instrument to be effective upon the date of filing in the Official Public Records of Real Property of Harris, County, Texas.



Angela McGinnis, Owner
Address: 9164 Westview Drive
President of Campbell Place Civic Club

 (b3)

Michael J. McGinnis, Owner
Address: 9164 Westview Drive
ZDW

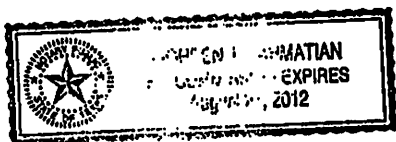
SUBSCRIBED AND SWORN TO BEFORE ME by Angela McGinnis on this the 3rd
day of March 2010.





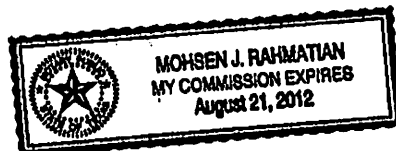
NOTARY PUBLIC, STATE OF TEXAS

SUBSCRIBED AND SWORN TO BEFORE ME by Michael J. McGinnis on this the
3rd day of MARCH 2010.





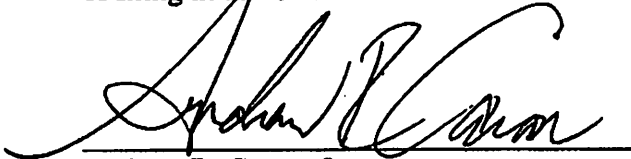
NOTARY PUBLIC, STATE OF TEXAS



If legal assistance is obtained to enforce any provision of the Deed Restrictions, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Deed Restrictions or the restraint of violations of the Deed Restrictions, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

This third amendment to the Restrictions as set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Restrictions, Amendment and Second Amendment. All provisions of the Restrictions and Amendment not amended hereby are ratified and confirmed in each and every particular, except for Paragraph 6 of the Restrictions, and shall continue in full force and effect pursuant to the terms of the Restrictions and Amendment against all Lots and Sites within the subdivision.

IN WITNESS WHEREOF, the undersigned, representing at least a majority of the site owners in Campbell Place, for the purpose of acknowledging their consent and approval to the third amendment to the Restrictions have executed this instrument to be effective upon the date of filing in the Official Public Records of Real Property of Harris, County, Texas.



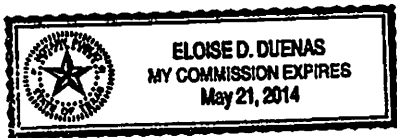
Andrew R. Casas, Owner
Address: 9147 Larston St.



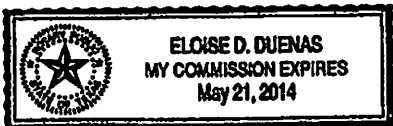
Audrey M. Casas, Owner
Address: 9147 Larston St.

200

SUBSCRIBED AND SWORN TO BEFORE ME by Andrew R. Casas on this the 13th day of December 2010.


NOTARY PUBLIC, STATE OF TEXAS

SUBSCRIBED AND SWORN TO BEFORE ME by Audrey M. Casas on this the 13th day of December 2010.


NOTARY PUBLIC, STATE OF TEXAS