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Friday, April 22, 2022

Leneshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

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**TERRACE OAKS SUBDIVISION
SUPPLEMENTARY DECLARATION OF RESTRICTIVE COVENANTS**

Subdivision: Terrace Oaks Addition, a subdivision located in the City of Houston, Harris County, Texas, according to the maps or plats thereof recorded in the Office of the County Clerk of Harris County, Texas, under File Number 422925, including any subsequent replat of any portion thereof (if recorded on or prior to the date of recording of this Declaration).

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Purpose: To establish such covenants, conditions and restrictions as are necessary and desirable to keep the Subdivision attractive for the use and enjoyment of residents and for the protection of property and property values.

Restrictions: The restrictive covenants set forth below shall run with the land and bind and benefit all real property in the Subdivision which is made subject to the Restrictions by the Owners.

Effective Date: The Restrictions shall be effective upon recording.

ARTICLE I. DEFINITIONS

1.1 **"Declaration"** – this Declaration pursuant to to create the Restrictions as to the Subdivision.

1.2 **"Lot(s)"** – Any numbered lot(s) on the Plats, as of the date this instrument is recorded in the Real Property Records, or any duly replatted lot, but excluding any real property which has not been made subject to this Declaration by the record title owner(s) of fee simple interest in such real property (as of the date of execution).

1.3 **"Owner(s)"** – the record title owner(s) of fee simple interest in a Lot.

1.4 **"Plats"** – to the maps or plats of Terrace Oaks Addition, recorded in the Office of the County Clerk of Harris County, Texas, under File Number 422925, and any duly approved re-plat of any part of the foregoing map or plat which complies with the Restrictions (if recorded after the date this Declaration is recorded) and any duly approved re-plat of any part of the Plats (if recorded on or before the date of recording of this Declaration).

1.5 **"Subdivision"** – all real property located within the Plats which is made subject to this Declaration, from time to time, by the record title owner(s) of fee simple interest in such real property (as of the date of execution).

1.6 **"Real Property Records"** – the Official Public Records of Real Property of Harris County, Texas (or successor records).

1.7 **"Restrictions"** – the restrictive covenants established by this Declaration.

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ARTICLE II. RESTRICTIONS

Each Owner in the Subdivision, their successors or assigns, shall own such Lot subject to an obligation on their part to faithfully perform and keep the Restrictions, restricting the use to be made of such Lot, and the right shall exist at all times Owners to demand and require observance of and compliance with each and all of said provisions of and by every Owner, and to enjoin or otherwise lawfully prevent the non-observance of, or non-compliance with the Restrictions, or any of them, either threatened or actual. However, such obligations shall not be personally binding on any person or entity, except in respect of breaches hereof committed during their ownership of such Lot.

2.1 Use Restrictions.

(a) No Lot shall be used for any purposes except single family residential purposes. The term "single family residential purposes" as used herein excludes, without limitation, hospitals, clinics, apartment houses, mobile homes, boarding houses, use by fraternity or sorority or membership-based groups, hotels, condominiums, townhouses, townhomes, duplexes, multiplexes, patio homes, and lofts, as well as commercial and professional uses, and all such uses of the Lots are expressly prohibited.

(b) Notwithstanding the provisions of Subsection 2.1(a) above to the contrary, low profile commercial activities which are incidental to the primary use of a Lot for single family residential purposes ("**Home Occupations**") are allowed to be conducted under the following conditions:

- (i) No employees shall gather and/or conduct business on the property;
- (ii) No signs shall be visible on any property;
- (iii) No visible storage or display of commercial products;
- (iv) All commercial activities are conducted inside the home, fully concealed from public view;
- (v) No material disruption, interference, nor increase in traffic or parking;
- (vi) No sound or smell shall exist, or be caused to exist, outside the home; and
- (vii) Existence of the Home Occupation shall not be apparent from outside the home.

For the purposes of this Subsection 2.1(b), an average of five (5) vehicles per day stopping at the Lot over any five (5) day period (whether customers, business guests, or deliveries) shall be deemed to be an unacceptable increase in traffic. An average of five (5) vehicles per day parking on any public street near the Lot by persons visiting the Lot in any consecutive five (5) day period shall be deemed to be an unacceptable interference with parking.

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

(c) No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling for use as a single family dwelling with one garage; provided, however,

that the foregoing restriction does not preclude or prohibit the erection, construction and maintenance of one single family garage apartment on any Lot. Any such garage apartment, however, must comply with the other restrictions herein set forth. Title to a garage, garage apartment, or unit within any dwelling shall not be conveyed separately from (a) the Lot upon which it is located or (b) any other units and/or structures located on the same Lot as such garage, garage apartment, or unit. Except as provided in this Subsection 2.1(c), the residential structure on each Lot shall be used only as a residence for a single family of individuals either related by blood or marriage, or maintaining a common household as husband and wife, or by co-owners or co-lessees of fee simple title to such Lot (excluding "coop" – type arrangements being used to avoid the intent of these restrictions). Nothing in these Restrictions shall prevent the rental of any Lot and the entirety of the improvements thereon for single family residential purposes, provided that any rental (i.e., for a garage apartment or the entirety of the improvements on a Lot) must be for terms of at least six (6) months.

(d) Without limiting the generality of the foregoing, mobile homes, manufactured houses, and temporary buildings are strictly prohibited.

2.2 Property Lines; Orientation of Residences.

Property Lines

(a) No improvements shall be constructed nearer than thirty-five (35) feet to the front property line on any Lot facing Griggs Road, Charleston Street or Ozark Street.

(b) No improvements shall be constructed on any Lot nearer than thirteen (13) feet to any side street.

(c) No detached garage or garage apartment shall be constructed nearer than sixty (60) feet to the front property line, or nearer than thirteen (13) feet to any side street line. No attached garage or garage apartment shall be constructed nearer to the front property line than the front façade of the residence to which the garage is attached, or nearer than thirteen (13) feet to any side street line. As used herein, the term "side street line" refers to the boundary line on either side of a Lot which abuts a street, if any.

(d) No improvements shall be constructed nearer than three (3) feet to any interior lot line. The term "interior lot line" refers to the boundary line on either side of a Lot, but which does not abut a street.

(e) No improvements shall be constructed nearer than three (3) feet to any rear lot line.

The foregoing restrictions establishing building lines apply to galleries, porches and porte cocheres, but will not be construed to apply to entrance steps.

Orientation of Residences

(f) All residences shall face either on Griggs Road, Charleston Street or Ozark Street.

2.3 Fences. No fence or wall of any kind or character which is over eight (8) feet in height, shall be erected on any Lot. Other than an iron fence not exceeding sixty-six (66) inches in height, no fence of any kind or character shall be erected on any Lot nearer than the front property line applicable to such Lot.

2.4 Height Limitations. No building shall be constructed on any Lot in the Subdivision with a height (excluding chimneys) exceeding thirty-nine (39) feet from the natural grade level of said Lot. All buildings constructed shall have the exterior appearance of having not more than two (2) stories; provided, however, the foregoing does not preclude the addition of dormers or windows for conversion of attic space to living space. Height shall be measured to the highest part of the roof or other structural element.

2.5 Lot Maintenance; Trash Removal. Grass, vegetation, and weeds on each Lot shall be maintained and cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. No trash, ashes, or other refuse may be stored or allowed to accumulate on any Lot, alley, avenue, boulevard, drive or street in the Subdivision. Trash, garbage and other waste shall not be kept except in sanitary containers.

2.6 Upkeep During Construction of Improvements. Construction of any proposed improvement on a Lot shall be prosecuted diligently and continuously until completion. No building materials shall be placed upon a Lot until the Owner is ready to commence construction. Owners shall keep the job site and all surrounding areas (specifically including streets) clean during the progress of construction. All construction trash, debris and rubbish on each Lot shall be properly disposed of at least weekly. In no event shall any used construction material be buried on or beneath any Lot. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street. No temporary structure or garage or garage apartment shall be occupied as a residence either before or during the erection of the main residence building on any Lot.

2.7 No Lot Division. No Lot may be further subdivided or reduced in size; provided, however, that a Lot may be eliminated if it is divided between and combined with adjacent Lots. Multiple Lots may be used as a single building site. A Lot size of no less than 7,280 square feet will be permitted on Charleston Street. A Lot size of no less than 7,500 square feet will be permitted on Ozark and Tampa Streets.

2.8 Signs. No signs of any character shall be allowed on any Lot except signs of reasonable size advertising the property for sale or rent, announcing Civic Club official business, or advertising a political candidate or ballot item for an election ("Political Signs"). For the purposes of this Section 2.8, "reasonable size" shall mean a sign that does not exceed 18 inches by 24 inches; provided, however, that Political Signs may be up to 4 feet by 6 feet in size. Political Signs shall not be displayed (a) prior to the 90th day before the date of the election to which the sign relates, or (b) after the 10th day after that election date.

2.9 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot; provided, however, that dogs, cats, or other household pets may be kept in accordance

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with the City of Houston Code of Ordinances, but positively not bred or raised for commercial use, and shall not permitted to run loose in the Subdivision.

2.10 Minimum Cost of Improvements. Any dwelling erected in the Subdivision must have a construction cost of no less than \$100.00 per square foot of air-conditioned space on the existing market at the time of commencement of construction. In calculating the construction cost per square foot, there shall not be included land cost, architect fees, engineering fees, interim financing costs and attorneys' fees. It is intended and contemplated that the \$100.00 per square foot cost of construction provided herein as a minimum cost shall and will vary from time to time as the cost of construction varies on the open market in the future. For example, should construction cost at a given date be 10% less than the prevailing costs as of the date hereof, a dwelling costing \$90.00 per square foot will satisfy the requirement hereby provided as a minimum cost; whereas, should construction cost increase 10%, a \$110.00 per square foot cost will be necessary to satisfy the minimum cost per square foot set out herein. Those desiring to construct a dwelling on a Lot shall submit appropriate evidence to the Civic Club of the estimated cost of construction upon its written request.

2.11 Lot Coverage Requirements. At least 40% of any Lot must be Open Area. The term "Open Area" means the area of a Lot on which no structure is located with the exception of paving or decking not exceeding six (6) inches from finished grade.

ARTICLE III. GENERAL PROVISIONS

3.1 Binding Effect. The Restrictions are binding upon and are to the benefit of the Owners and their heirs, executors, representatives, successors and assigns.

3.2 Effective Date. The Restrictions are effective on the date this Declaration is recorded in the Real Property Records of Harris County, Texas.

3.3 Enforcement. The provisions of this Declaration shall run with the real property in Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Parkwood Drive Civic Club, an unincorporated association (the "**Civic Club**"), each Owner and occupant of a Lot in the Subdivision, or any portion thereof, which Lot is then subject to the Restrictions, and their respective heirs, legal representatives, successors and assigns. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Declaration, the Civic Club, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, which Lot is then subject to the Restrictions, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. The enforcing party(ies) shall recover all reasonable attorneys' fees and court costs incurred in enforcing any provisions of the Restrictions. Neither the Civic Club, nor its directors, officers, agents or representatives shall be liable for any damages (including, without limitation, legal fees or costs) in connection with any action taken in good faith to enforce the Restrictions.

3.4 Existing Violations Grandfathered. A Lot, building, structure, improvement or use of a Lot that lawfully exists as of the effective date of this Declaration, but does not conform to the

Restrictions, is considered "nonconforming" and may continue as long as it remains lawful; provided, however, that (a) all restrictions stated herein shall apply to any remodeling and/or additions to a nonconforming improvement and to any new improvements erected on the same Lot, and (b) a nonconforming Lot shall not be further subdivided. A nonconformity loses its allowable (grandfathered) status at such time as the Lot, building, structure, improvement or use of a Lot comes into compliance with the Restrictions and thereafter, the nonconformity may not resume. Nonconformities shall not include any Lot, building, structure, improvement or use of a Lot which violated any applicable laws, ordinances, or regulations on the effective date of this Declaration. In the event that a nonconforming improvement is damaged or destroyed by fire or other casualty not intentionally caused by the Owner or the Owner's agent, the permitted nonconforming structure may be restored.

3.5 Modification of Restrictions. The Restrictions shall be effective until January 1, 2025, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each. The Restrictions may be amended or modified at any time and from time to time by an instrument signed by the then owners of at least sixty-six percent (66%) of the Lots in the Subdivision, which Lots are then subject to the Restrictions, which amendment or modification will become effective as to all Lots then subject to the Restrictions immediately upon the filing thereof in the Real Property Records.

3.6 Multiple Signature Pages. This Declaration 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 Declaration recorded in order to eliminate unnecessary costs of filing multiple copies of this Declaration.

3.7 Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding.

3.8 Mortgagees. No violation of the Restrictions shall invalidate nor adversely affect the lien of any mortgagee made in good faith and for value.

3.9 Supplementary Declaration. The Owners intend that, to the extent the provisions of this Declaration conflict with any restrictive covenants affecting the Subdivision and recorded on or before the date of recording of this Declaration, the more restrictive provisions shall control.

[Remainder of page intentionally left blank. Signature pages to follow.]