

DECLARATION OF RESTRICTIONS

FOR

WOODSON PLACE SUBDIVISION

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This agreement is between property owners of lots in the Woodson Place Subdivision, as more fully described at Exhibit "A" attached hereto.

The parties to this agreement intend to restrict the use of the lots owned by them, so that all of the restricted lots will benefit from these restrictions as a result of the preservation of the value and the character of the said lots.

In consideration of the mutual benefits, promises, covenants, and agreements, the undersigned individuals owning lots in the Woodson Place Subdivision, as more fully described at Exhibit "A" attached hereto, as covenantors and covenantees, on behalf of themselves and their successors in interest, agree to the following terms.

ARTICLE I DEFINITIONS

1. "Owner" and "owners" shall mean and refer to each of the property owners, whether one or more persons or entities, of the title to any and all real property located in the Woodson Place Subdivision, as more fully described at Exhibit "A" attached hereto, located in the City of Houston, Harris County, Texas, according to the dedicatory instrument and Map or Plat thereof recorded beginning at Volume 493 Page 66, of the Real Property Records of Harris County, Texas.

"Owner" shall include contract sellers, but exclude those having such interest merely as security for the performance of an obligation.

2. "Properties" and "property" shall mean and refer to any and all real property specifically described in Exhibit "A" to this document, referenced in paragraph 1 above, whether or not platted or re-platted in accordance with existing law.

3. "Lot" and "lots" shall mean and refer to each of the discreetly and separately owned portions of the Properties, as referenced in paragraphs 1 and 2 above.

4. "Residence" and "residential" shall mean and refer to a single, enclosed dwelling unit containing facilities for living, sleeping, cooking and eating. A "residence" could be a house, townhouse, condominium unit, apartment or garage apartment.

ARTICLE II RESTRICTIONS.

1. All properties shall be used for residential purposes only, except that a business office or professional activity to which the general public is not invited, shall be allowed, as long as it is incidental to the primary residential use of the property, and as long as there is no physical evidence of the business office or professional activity apparent from the street or neighboring properties. Such business office or professional activity shall be allowed to employ and use on the property only residents of the property. The allowed incidental business office or professional activity specifically excludes food service, industrial, manufacturing (other than incidental home crafts and hobbies), warehousing, motor vehicle and equipment repair or storage activities or any other business activity that would detract from the residential character of the properties. Except as described above, no lot shall be used for any type of business or commercial purpose, or for any industrial, manufacturing, warehousing, or motor vehicle and equipment repair purpose whatsoever. Use of any of the properties as a hotel or boarding house is expressly prohibited. No structure of a temporary character, trailer, mobile home, tent, shack, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

2. Only one primary residence shall be constructed or permitted for every 5,000 square feet of contiguous property subject to these restrictions, although one garage apartment or similar residence, secondary in nature to the primary residence, is allowed, provided that the added garage apartment plus the pre-existing primary residence together do not exceed a density limitation of one residence for every 2500 square feet of contiguous property. All structures shall be built at a minimum of three feet from the property line on the sides and back of the lot except those side property lines situated along Julian and Michaux Streets. The side building line for those lots situated along Julian and Michaux Streets shall be 10 feet from the property. All structures shall be placed no closer to the front of each lot than the front building line which shall be parallel to the front property line of each lot. No front building lines may face Julian or Michaux Streets. The front building lines are measured from the front property lines and are as follows: a) a 30 foot front building line for all lots contained in Blocks 1, 2, 3, and 9 of Woodson Place, b) a 25 foot front building line for all lots contained in Block 4 of Woodson Place, and c) a 20 foot front building line for all lots contained in Blocks 5, 6, 7, and 8 of Woodson Place. No structure may be built between the front property line and the front building line except an open porch or gallery which may extend beyond the front building lines no more than eight feet. All garages, garage apartments or any other secondary building shall be situated at least 65 feet from the front property line. Carports and/or porte-cocheres may be constructed along the front building line or in-line with a front open porch or gallery as long as they do not exceed fifteen feet in width and their design is homogeneous with the architectural design of the primary dwelling. No structures shall contain more than three stories or floor levels, nor shall they be more than forty feet high. No lot shall be used for any type of corporate, business, commercial or industrial purpose, except as permitted in paragraph 1 of Article II.

3. No beer, wine, liquor, other alcoholic beverage or set-ups shall be sold on any of the properties.

4. If a residence located on a lot covered by these Restrictions is totally destroyed or rendered uninhabitable by fire, wind, rain or any other disaster, or is condemned by the City of Houston, then the owner or owners of the lot shall either begin repair and restoration of the property or clean the lot of debris within nine (9) months of the date of the disaster or condemnation. These Deed Restrictions are not intended to prevent the owner from rebuilding the premises to the height and setback conditions that existed prior to the destruction. Completion of restoration/rebuilding/repair shall be completed within twenty-four (24) months of the time the work begins.

5. No lot shall be used as a storage facility, or as a dumping ground for rubbish or trash. No garbage or other waste shall be kept except in sanitary containers. No motor vehicle may be parked on any lot in front of any residence other than on the driveway. No boat, recreational vehicle or trailer or tractor-trailer or other commercial vehicle larger than a pickup truck may be stored on, or on the street in front of, any lot for more than three consecutive days or nights, but may be stored in a garage or on a driveway behind the frontline of the residence. Recreational vehicles belonging to guests of residents may remain parked on the street in front of any lot for no longer than four consecutive weeks.

6. No signs, advertisements or billboards may be put up on any lot. The only signs allowed will be those (i) advertising the premises for sale or rent, and those signs shall not be larger than six (6) square feet; and (ii) plaques or markers or other type of designation erected or affixed on the property awarded by federal, state or municipal government or a civic association.

7. Persons subsequently acquiring title to any lot or property shall accept title to those lots subject to these restrictions and covenants, notwithstanding any prior non-conforming use. These restrictions and covenants shall be deemed covenants running with the land, and those owning or acquiring title, as well as their successors in title, shall be bound by these restrictions as long as they are in effect. If any person shall violate or attempt to violate any of these conditions or restrictions, any owner of any of the properties subject to the operation of these restrictions, and/or the Woodland Heights Civic Association, or its successor(s), or the City of Houston may take whatever legal action is necessary to enforce these restrictions.

8. If any of these restrictions are held to be invalid or unenforceable, then that holding shall be construed narrowly, and the remaining restrictions shall remain in full force and effect.

III. GENERAL PROVISIONS

1. Any owner of a lot or property subject to the operation of these restrictions, and/or the Woodland Heights Civic Association and its successors or assigns, shall have the right to enforce, by any legal means, all restrictions imposed by this agreement. The restrictions in this agreement shall run with the lands restricted by it. Failure to enforce any restriction shall not waive the right to subsequently enforce the same, or other, restrictions.

2. As provided in Title 11 of the Texas Property Code, the restrictions of this agreement shall not be binding unless a majority of the lot owners in the Subdivision sign this instrument within one year of the date of filing the Notice of the formation of the committee for the creation of these restrictions, and this instrument is filed at the Harris County Real Property Records within such one-year time period.

3. Unless this agreement is amended or canceled, it shall be effective for ten years from the date it is filed in the Real Property Records of Harris County, Texas. At the end of the first ten years, the restrictions in this agreement shall automatically be extended for successive periods of ten years. This agreement may be amended or canceled at any time by an instrument signed by not less than seventy-five percent of the owners of the restricted lots. No amendment shall be effective until recorded in the Real Property Records of Harris County, Texas.

4. Subject to paragraph 7 of Article II above, any use which does not comply with the restrictions set forth in this agreement, which was in existence prior to the adoption of this agreement shall not be affected by the terms of this agreement, as to that present owner only. Once "non-conforming use" property is transferred by a present owner, these restrictions, as running with the land, continue in full force and effect, and are enforceable as to all subsequent owners of such prior nonconforming property. The voluntary discontinuation of any "non-conforming use" or "non-conforming condition" by any owner shall operate to prevent the re-establishment of such use or condition after it has been abandoned. As an exception to this general rule, any setback or height condition which does not comply with the restrictions set forth in this agreement, which was in existence prior to the adoption of this agreement shall not be affected by the terms of this agreement, as to both that present owner and any future owner, except in the case of voluntary discontinuation.

5. Owners who desire to challenge the procedures of this deed restriction project must file suit under Section 201.010 of the Texas Property Code before the 181st day after the date on which the certificate of compliance for these restrictions, pursuant to Texas Property Code Section 201.008, is filed in the Real Property Records of Harris County.

6. Owners who do not sign the petition may delete their property from the operation of these deed restrictions by filing a statement described in the fourth 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 for these deed restrictions.

This instrument may be executed in multiple counter-parts, all of which shall be considered part of the same instrument.

EXECUTED by the undersigned owners shown in the attached Exhibit "B" as of the dates of the respective acknowledgements shown on the attached sheets, and effective for all purposes as of the dates of such respective acknowledgements as to the property(ies) owned by the undersigned owners, respectively.