

**DECLARATION AND AGREEMENT  
TO MODIFY, AMEND AND RESTATE COVENANTS AND RESTRICTIONS**

**WINLOW PLACE**

This Declaration and Agreement to Modify, Amend and Restate Covenants and Restrictions (this "Declaration") shall modify, amend and restate the covenants and restrictions applicable to Winlow Place, Harris County, Texas, as provided below:

- Subdivision Affected:** WINLOW PLACE, an addition in the City of Houston, Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 46 of the Map Records of Harris County, Texas, excepting (a) those lots abutting Westheimer Road and West Alabama Street, (b) Lots 1 through 28 (inclusive), Block 2, and Lots 1 through 28 (inclusive), Block 5, on which lots Lanier Middle School is situated, and (c) Lots 10 through 14 (inclusive), Block 13 (collectively, the "Excluded Lots").
- Restrictions Modified:** (a) "Covenants and Restrictions" filed of record on February 5, 1975, under Clerk's File No. E359548 of the Official Public Records of Harris County, Texas, the same having been re-recorded on October 24, 1994, under Clerk's File No. R114294 to evidence the joinder of additional lots in WINLOW PLACE, and (b) "Amended and Restated Covenants and Restrictions of Winlow Place" filed of record on March 6, 2000, under Clerk's File No. U259645 and on March 9, 2000, under Clerk's File No. U266850 of the Official Public Records of Harris County, Texas, the same having been re-recorded on February 1, 2008 under Clerk's file No. 20080051914 of the Official Public Records of Harris County, Texas, to evidence the joinder of additional lots in WINLOW PLACE (collectively, the "Restrictions").
- Procedure to Modify Restrictions:** The Restrictions may be amended or modified at any time by an instrument signed by the then owners of at least fifty-one percent (51%) of the lots in WINLOW PLACE which lots are then subject to the Restrictions, excepting the Excluded Lots, which amendment or modification will become effective as to all lots then subject to the Restrictions immediately upon filing.
- Purpose of Modification:** To establish such restrictions, covenants and conditions as are necessary and desirable to keep WINLOW PLACE attractive for the enjoyment of residents and for the protection of property and property values.
- Texas Property Code:** This Declaration is made pursuant to the provisions of the Restrictions, not the provisions of the Texas Property Code.

The Restrictions are hereby RATIFIED, CONFIRMED AND READOPTED as a part of this Declaration, provided that the Restrictions are modified, amended and restated in their entirety as set forth below. Each of the undersigned owners hereby declares and agrees with each of the other owners

of real property restricted herein that all of the Restrictions, as modified, amended and restated herein, shall be and are hereby imposed and shall be effective upon all of such real property as original restrictions commencing on the date this Declaration is recorded in the Official Public Records of Harris County, Texas, in the same manner and to the same extent as though the Restrictions were set out in full herein and signed by each of the undersigned owners, subject to the provisions contained herein which shall modify, amend and restate the Restrictions in their entirety.

### **COVENANTS AND RESTRICTIONS**

A. Residential Purposes:

(1) No lot shall be used for any purposes except single family residential purposes; provided, however, that duplexes and garage apartments shall be permitted in accordance with Subsection A(3) below. The term “residential purposes” as used herein excludes, without limitation, hospitals, clinics, apartments, apartment houses, mobile homes, boarding houses, hotels, condominiums, townhouses, townhomes, patio homes, and lofts, as well as commercial and professional uses, and all such uses of the lots are expressly prohibited.

(2) Notwithstanding the provisions of Subsection A(1) above to the contrary, low profile business activities which are incidental to the primary use of a lot for residential purposes (“Home Occupations”) shall be allowed under the following conditions:

- (a) No employees shall gather and/or conduct business on the property;
- (b) No signs shall be visible on the property;
- (c) No visible storage or display of commercial products on the property;
- (d) All business activities shall be conducted inside the home, fully concealed from public view;
- (e) No material disruption, interference, nor increase in traffic or parking shall occur;
- (f) No sound or smell shall exist, or be caused to exist, outside the home; and
- (g) Existence of the Home Occupation shall not be apparent from outside the home.

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

(3) 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, or one duplex dwelling with one garage, provided, however, that each unit of such duplex shall be used only as a single family dwelling; provided, further, this restriction does not preclude or prohibit the erection, construction and maintenance of one single family garage apartment on any lot. Any such duplex dwelling and/or garage apartment, however, must comply with the other restrictions herein set forth. A “duplex dwelling” shall mean a single building with two single family residences included therein, with each residence on a separate floor or side-by-side, but shall exclude condominiums, townhouses, townhomes, patio homes, and lofts. A duplex dwelling shall be constructed to have the appearance of a single family residence and be of the type and character of the duplex dwellings built in the initial development of WINLOW PLACE. 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.

B. Property Lines; Height Restriction:

(1) No residence shall be constructed nearer than twenty-five (25) feet to the front property line or nearer than ten (10) feet to any side street on any lot facing Marshall, Kipling, or North on Harold; and no residence shall be constructed nearer than twenty (20) feet to the front property line or nearer than ten (10) feet to any side street on any lot facing South on Harold or any lot facing Hawthorne. No garage or garage apartment shall be constructed nearer than sixty-five (65) feet to the front property line or nearer than twenty (20) feet to any side street property line. No residence, excepting garage apartments, shall be constructed nearer than three (3) feet to any interior lot line (i.e., the boundary line of a lot connecting the front property line and the rear property line, but which does not abut a street). These restrictions establishing building lines apply to galleries, porches and porte cocheres, but will not be construed to apply to entrance steps.

(2) No building shall be constructed on any lot in WINLOW PLACE with a height (excluding chimneys) exceeding thirty-six (36) 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 decorative or structural elements.

C. Subdivision Restriction: No lot in WINLOW PLACE shall be subdivided to include less than 6,250 square feet of land.

D. Weeds: Grass, vegetation, and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance.

E. Trash: No trash, ashes, or other refuse may be thrown on any lot in WINLOW PLACE. Trash, garbage and other waste shall not be kept except in sanitary containers.

F. Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; dogs, cats, or other household pets may be kept, but positively not bred or raised for commercial use, and shall not be permitted to run loose in WINLOW PLACE, in accordance with the City Code of the City of Houston.

G. Nonconforming Buildings, Lots and Conveyances (Grandfather Clause):

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 set forth herein, 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 provisions of this Declaration and thereafter the nonconformity may not resume. Nonconformities shall not include any lot, building, structure, improvement or use of a lot which violated the Restrictions as they existed prior to the effective date of this Declaration, or any applicable laws, ordinances, or regulations on the effective date. 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.

H. Enforcement: The provisions of this Declaration shall run with the real property in WINLOW PLACE and shall be binding upon and inure to the benefit of and be enforceable by the WINLOW PLACE Civic Club, a Texas non-profit corporation created pursuant to Charter No. 01240489-1 (the "Civic Club"), and each owner and occupant of a lot in WINLOW PLACE, or any portion thereof, which lot is then subject to these covenants and 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, and/or any owner or occupant of a lot within WINLOW PLACE, or any portion thereof, which lot is then subject to these covenants and 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 this Declaration. Neither the WINLOW PLACE 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 these covenants and restrictions.

I. Termination/Amendment of Restrictions: These covenants and restrictions contained herein shall run with the land and shall be binding on all owners of lots in WINLOW PLACE whose signatures are hereto affixed and who are bound by the Restrictions, excepting the Excluded Lots, and all persons claiming under them, until January 1, 2025, after which time said covenants and restrictions shall be automatically extended for successive periods of five (5) years each. This Declaration may be amended or modified, but not terminated, at any time and from time to time by an instrument signed by the then owners of at least fifty-one percent (51%) of the total number of separately owned parcels, tracts, or building sites in WINLOW PLACE (whether or not the parcels, tracts, or building sites contain part or all of one or more platted lots or combination of lots), which lots are then subject to these covenants and restrictions, excepting the Excluded Lots and excluding any area dedicated or used exclusively for roadways or public purposes by utilities, which amendment or modification will become effective as to all lots then subject to these covenants and restrictions immediately upon the filing thereof in the Official Public Records of Harris County, Texas. It is the intent hereof that any property in WINLOW PLACE not subject to this Declaration be excluded from any calculations made for the purpose of determining the compliance of any amendment or modification of the Declaration with the requirements of this Section I.

J. Severability; Non-Waiver: The invalidity, abandonment or waiver of any one of the provisions of this Declaration shall not affect or impair the other provisions of this Declaration which shall remain in full force and effect. Any invalid, abandoned, or waived provision of this Declaration shall be judicially reformed to be valid, enforceable, and to effectuate the intentions of the owners of real property in WINLOW PLACE. No waiver, express or implied, of any violation of any provision of this Declaration shall preclude the subsequent enforcement of such provision as to that or similar violations. EACH OWNER OF REAL PROPERTY IN WINLOW PLACE, BY JOINING IN THE EXECUTION OF THIS DECLARATION, EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE INVALIDITY, ABANDONMENT, OR WAIVER OF ALL OR ANY PORTION OF THE RESTRICTIONS SHALL NOT PRECLUDE THE SUBSEQUENT ENFORCEMENT OF THIS DECLARATION AS TO SUCH OWNER'S PROPERTY AND EACH OF THE PROPERTIES OF THE OTHER OWNERS WHO HAVE EXECUTED THIS DECLARATION.

FURTHER, THE FAILURE OF ANY OWNER OF REAL PROPERTY IN WINLOW PLACE TO EXECUTE THIS DECLARATION SHALL NOT AFFECT THE APPLICABILITY OF ANY COVENANTS, CONDITIONS OR RESTRICTIONS ENCUMBERING SUCH PROPERTY PRIOR TO THE DATE HEREOF, INCLUDING, WITHOUT LIMITATION, THE RESTRICTIONS DESCRIBED IN THE RECITALS OF THIS DECLARATION.

K. Effectiveness: This Declaration shall become effective upon filing of this instrument duly executed on the attached Exhibit "A" by the then owners of at least fifty-one percent (51%) of the lots in WINLOW PLACE which lots are then subject to the Restrictions, excepting the Excluded Lots, which amendment or modification will become effective as to all lots then subject to the Restrictions immediately upon filing.

L. 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. All signature pages need not be recorded and a statement that the requisite approvals have been received signed by an officer of the WINLOW PLACE Civic Club is prima facie evidence of that fact.

[Remainder of page intentionally left blank.]

WINLOW PLACE CIVIC CLUB, A TEXAS NONPROFIT CORPORATION, CERTIFIES THAT THIS DECLARATION HAS BEEN APPROVED IN ACCORDANCE WITH THE RESTRICTIONS FOR THE PURPOSES OF MODIFYING THE RESTRICTIONS AND EXECUTES THIS DECLARATION TO FACILITATE ITS RECORDING IN THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
Russel Garrison, President  
Winlow Place Civic Club

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by Russel Garrison, President of Winlow Place Civic Club, a Texas nonprofit corporation, on behalf of said corporation and in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

ATTEST: \_\_\_\_\_,  
\_\_\_\_\_, Secretary  
Winlow Place Civic Club

**AFTER RECORDING  
PLEASE RETURN TO:**

Wilson, Cribbs & Goren, P.C.  
Attn: Mr. Anthony L. Marré  
2500 Fannin St.  
Houston, Texas 77002

**Exhibit "A"**

**SIGNATURE PAGE**  
**DECLARATION AND AGREEMENT**  
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The undersigned certify that they own record title to the real property described below. They have received, read and understood the Declaration and Agreement to Modify, Amend and Restate Covenants and Restrictions for WINLOW PLACE (the "Declaration") and execute this document to evidence their approval and adoption of the Declaration. This signature page may be attached as an exhibit to a master copy of the Declaration for recording purposes. An officer of Winlow Place Civic Club is authorized to execute and acknowledge the Declaration to certify compliance with the requirements of the Restrictions for modification and to facilitate recordation of the Declaration in the Official Public Records of Harris County, Texas.

**OWNER**

**PROPERTY**

Street Address:

Legal Description:

\_\_\_\_\_  
**Printed Name:**\_\_\_\_\_

\_\_\_\_\_  
Houston, TX 77098

Lot(s) \_\_\_\_\_ Block \_\_\_\_\_  
WINLOW PLACE

**CO-OWNER (IF APPLICABLE)**

\_\_\_\_\_  
**Printed Name:**\_\_\_\_\_

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF HARRIS    §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF HARRIS    §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]