

# **DECLARATION OF RESTRICTIONS**

## **FOR WOODLAND HEIGHTS ANNEX**

## **WILLBORG, HERMOSA COURT AND**

## **PORTIONS OF WOODLAND HEIGHTS**

**THE STATE OF TEXAS §**

**COUNTY OF HARRIS §**

**§ KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, the undersigned are the respective owners of certain Lots in the following described subdivisions, to-wit:

Woodland Heights Annex, Willborg, Hermosa Court and portions of Woodland Heights, additions to the City of Houston, Harris County, Texas, according to these maps or plats recorded at

- Volume 037 Page 311 thru
- Volume 037 Page 317
- Volume 037 Page 105
- Volume 058 Page 005
- Volume 037 Page 296
- Volume 037 Page 297
- Volume 037 Page 308

of the map records of Harris County, Texas.

The Woodland Heights Annex, Willborg, Hermosa Court, and portions of Woodland Heights Subdivisions described in the above Real Property and Map Records of Harris County, Texas, shall hereinafter be referred to for all purposes as the "Subdivision", and

WHEREAS, it is the desire and intention of all the parties hereto to restrict said lots owned by the undersigned according to a common plan as to use, so that all of said Lots so restricted shall be benefitted by the preservation of the value and the character of said Lots;

NOW, THEREFORE, for and in consideration of the mutual benefits, promises, covenants, and agreements of the undersigned parties, the individuals owning Lots in the Subdivision, as respectively set out next to their several signatures below, each to the others as coventors and coventees, and expressly for the benefit of and to bind their successors in interest, the said parties agree as follows:

### **DEFINITIONS**

1. "Owner or Owners shall mean and refer to each and all of the undersigned respective record owner(s), whether one or more persons or entities, of the fee simple title to any Lot, Lots or portion of a Lot lying and being situated in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2. "Property or Properties" shall mean and refer to all the certain real property, separate or collectively located in the Subdivision.
3. "Lot or Lots" shall mean and refer to those portions of property which are the smallest discreet plots of land, into which the blocks are divided, which blocks and Lots are described upon the plats and maps referred to in the Deed Records or recorded in the Deed and Map records of Harris County, Texas, which are described above in the aggregate as the "Subdivision".
4. "Residence" shall mean and refer to a single dwelling unit (a residential space containing facilities for living, sleeping, cooking and eating) included within or constituting a house, townhouse, condominium unit, apartment unit or garage apartment.
5. "Residential purposes" shall exclude, without limitation, hospitals, clinics, boarding houses, hotels and commercial and professional uses.

## USE

1. All Properties shall be used for residential purposes only, and only one Residence shall be constructed or permitted for every 2,500 square feet of contiguous property restricted hereby. All new construction shall be such that all structures shall be a minimum of three feet from the property line on the sides and back of the Lot, and at least fifteen feet from the property line of all borders of the Property which abut a public street or 45 feet of setback from the center of the street to the front wall of the structure, whichever is greater. No structures shall exceed three stories or floor levels in height, up to a total maximum height of forty feet. All Lots shall be known and described as residential Lots and none of the Lots shall be used for any type of corporate, business, professional, commercial or industrial purpose. Boarding house or use of any of the Property for hotel purposes is expressly prohibited hereby. 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. No beer, wine, liquor or other alcoholic beverage shall be sold or exposed for sale on any of the properties.
3. Should the Residence located on any of the Lots covered by these Restrictions be totally destroyed or otherwise rendered uninhabitable by fire, wind, rain or any other disaster or be condemned by the City of Houston; then, in any such event, the Owner or Owners of said Lot shall either commence repair or restoration of such Property or clean such Lot of any and all debris within nine (9) months of the date of such disaster. This Restriction is not intended to preclude such Owner from rebuilding said premises. Completion of such restoration/rebuilding/repair shall be completed within eighteen (18) months of commencing work.
4. No Lot shall be used or maintained as a storage lot or facility, or as a dumping ground for rubbish, ashes, trash, or other refuse, and no garbage or other waste shall be kept except in sanitary containers. Vegetation on each lot shall be mowed at regular intervals so as to maintain a neat and attractive appearance, and trees, shrubs, and vines, and plants which die, shall be promptly removed.
5. No signs, advertisements, billboards, or advertising structures may be erected or maintained on any Lot; except that signs may be erected on the premises advertising the premises for sale or for rent and such signs shall not exceed six square feet in area, and signs of a temporary nature, such as for a garage or yard sale, may be posted provided that they are removed timely, but in no event shall such a temporary sign be posted for longer than ten (10) days.
6. The grantee or successor in title of any or all of the Lots shall be deemed to accept title to such Lot or Lots subject to all of the restrictions and covenants contained herein, and it is agreed that the restrictions and covenants herein shall be deemed covenants running with the land as to the Lots, and such grantee, he/she/its heirs, successors or assigns or other successor in title shall perform or observe any of the conditions or restrictions herein, it shall be lawful for any person or persons owning any Lot or Property, or, as provided by Chapter 203 of Title 11 of the Texas Property Code, the Harris County attorney, to institute and prosecute appropriate proceedings at law or in equity for the violation of such covenants, conditions, and restrictions.

7. The grantee or successor in title of any or all of the Lots shall be deemed to accept title to such Lot or Lots subject to all of the restrictions and covenants contained herein, and it is agreed that the restrictions and covenants herein shall be deemed covenants running with the land as to the Lots, and such grantee, he/she/its heirs, successors or assigns or other successor in title shall perform or observe any of the conditions or restrictions herein, it shall be lawful for any person or persons owning any Lot or Property, or, as provided by chapter 203 of Title 11 of the Texas Property Code, the Harris County attorney, to institute and prosecute appropriate proceedings at law or in equity for the violation of such covenants, conditions, and restrictions.
8. In the event that any of the restrictions or covenants herein are held by a court of competent jurisdiction to be invalid or unenforceable, then such holding shall be construed narrowly, and the remaining restrictions and covenants shall remain in full force and effect.

## GENERAL PROVISIONS

1. Any Owner or Owners of Property, jointly or severally, or, as described above, the Harris County attorney, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.
2. The covenants, conditions, and restrictions of this Declaration shall run with and bind the lands restricted hereby, and shall inure to the benefit of, and be enforceable by any Owner or Owners of any Lot jointly or severally and their respective legal representative, heirs, successors, and assigns. Unless this Declaration is amended or canceled as provided herein, this Declaration shall be effective for a term of ten (10) years from the date it is filed in the County Clerk's records of Harris County, Texas.
3. Any non-conforming use which does not comply with the restrictions and covenants set forth herein which were actually and lawfully in existence prior to the adoption of this instrument shall not be affected by the terms hereof; and no provisions herein shall be enforceable against any present Owner whose non-conformance falls within the terms and consideration of this paragraph; provided, however, that the voluntary discontinuation of any "non-conforming use" by any Owner herein shall operate to prevent the reestablishment of such use after said abandonment.
4. Owners who do not sign this petition must file suit under Section 201.010 of Title 11 of the Texas Property Code before the 181st day after the date on which the certificate called for by Section 201.008(e) of Title 11 of the Texas Property Code is filed in order to challenge the procedures followed in creating these restrictions.
5. Owners who do not sign this petition may delete their Property from the operation of these restrictions by filing a statement as described in the fourth listed category in Section 201.009(b) of Title 11 of the Texas Property Code before one year after the date on which the owner receives actual notice of the filing of this petition and Declaration.
6. This instrument may be executed in multiple counterparts, all of which shall be considered but one and the same instrument.

Executed by the undersigned owners shown in the attached Exhibit "A" as of the dates of the respective acknowledgement shown on the attached sheets and effective for all purposes as of the dates of such respective acknowledgement as to the Property(ies) owned by the undersigned Owners, respectively.