

AFTER RECORDING PLEASE RETURN TO:

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FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS FOR
WOODLAND TERRACE SUBDIVISION

This First Amendment to Declaration of Restrictions for Woodland Terrace Subdivision (this “Amendment”) is entered into by the Owners whose names appears below to be effective on the date on which this Amendment is recorded in the Official Public Records of Real Property of Harris County, Texas (the “Effective Date”).

R E C I T A L S

A. The Declaration of Restrictions for Woodland Terrace Subdivision, which instrument was filed in the Official Public Records of Real Property of Harris County, Texas on August 22, 1988, under Clerk’s File No. L812728 and re-recorded under County Clerk’s File No. M279182 of the Deed Records of Harris County, Texas, and those on the Plats, as revised by Petition to Modify Deed Restrictions, and filed in Official Public Records of Real Property of Harris County, Texas on October 15, 2009, under Clerk’s File No. 20090471789 (collectively, the “Declaration”).

B. The undersigned Owners, constituting the requisite number of Lot Owners of the Lots to amend the Declaration in accordance with Article III, Section 2 thereof, have duly approved the amendment of the Declaration in accordance with the terms and conditions of the Declaration.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree that the Declaration is amended and supplemented as follows:

1. Article IV, is hereby added to the Declaration by inserting the following provision at the end of Article III:

ARTICLE IV

ADDITIONAL RESTRICTIONS AND PERMITTED USES

WHEREAS it is the agreement, desire and intention of all the parties hereto that Lots 15, 16 and 17, and part of and out of Lots 14 and 18, Block 19 (2,007 SF) in Woodland Terrace Subdivision, Harris County, Texas, more commonly known as 803 Usener, Houston, Texas 77009 (also known as 2401 Watson Street, Houston, Texas 77009) (the “Property”) shall only be used for lawful office purposes, lawful retail services purposes, lawful professional services purposes, and/or lawful

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residential purposes, and neither the Property herein conveyed nor any part thereof or any part thereof in combination with any other property shall at any time be used for:

(1) the storage and/or sale of fuels (except for beautification oils and/or natural fragrance oils).

(2) medical, healthcare, ambulatory care, and dialysis facilities, provided, however, that general internal medicine, optometrist, ophthalmologist and/or dental practices shall be permitted.

(3) animal boarding facilities (except veterinary office and/or grooming facility so long as there is no overnight boarding).

(4) amplified singing, music or human speech (except for one unamplified guitarist, harpist or pianist which may be provided as a benefit to customers in connection with the lawful office purposes, retail services purposes and lawful professional services purposes set forth herein, and subject to and consistent with Chapter 30 of the City of Houston Code [“Chapter 30”] and any applicable City of Houston sound or noise ordinance, and as such may be amended or recodified; but regardless of the measurable dB(A) level, the creation of any sound causing persons occupying or using any property other than the Property to be aware of vibrations or resonance caused by the sound shall be prima facie evidence of a sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others in violation of Chapter 30 and/or these restrictions).

(5) the sale or use of firearms, ammunitions, munitions, alcohol, marijuana, tobacco, nicotine or vaporizer products or other similar products and paraphernalia.

(6) adult entertainment, massage parlor, adult arcade, adult theater or mini-theater, sexually oriented business, or similar purposes and as those terms are defined and described in Section 28 of the City of Houston Code, and as it may be amended or recodified.

(7) hotels, motels, overnight internet rentals, hostels or boarding houses.

(8) automobile and/or any other motorized vehicle sales or rentals, servicing, parking, washing, or storage.

(9) industrial or commercial manufacturing.

(10) the sale, consumption or use of beer, wine or spirits.

(11) grocery store, convenience store, bar, restaurant or fast food (except for the use by a business that: [a] its permitted use on the Property is limited to selling to consumers coffees, teas, baked goods, donuts, bagels, ice cream, frozen custard, frozen yogurt, smoothies and/or juices for on-site or off-premises consumption and/or prepared and pre-packaged meals or “grab and go” meals for sale to consumers for off-premises use or consumption [*e.g.*, My Fit Foods, Inc.]; [b] has no more than five [four-top and/or two-top] total tables for consumer convenience; and [c] each such use comprises no more than 2,000 square feet of the total improved structure on the Property; however, any use in operation on the Property that sells to consumers coffees, teas, baked goods, donuts, bagels, ice cream, frozen custard, frozen yogurt, smoothies and/or juices for on-site or off-premises consumption shall have no more than three [3] total locations operating under the same or substantially same trade name in the greater Houston metropolitan area at the time of commencing its operations at the Property). Any use that sells to consumers pre-packaged meals or “grab and go” meals for sale to consumers for off-premises use or consumption (*e.g.*, My Fit Foods, Inc.) are expressly excluded from the three (3) location limitation set forth herein.

(12) drive-thrus or drive-throughs of any kind.

(13) the storage, sorting, or treatment of solid or liquid waste, including, without limitation, landfills, recycling centers or sewage treatment facilities.

(14) storage, use, disposal or release of any materials classified or identified as “hazardous materials” or “medical waste” under applicable federal, state, municipal, city or county laws (except for the proper handling, treatment, disposal and transportation of waste in connection with any permissible purposes expressly set forth herein).

(15) self-storage facilities.

(16) recreation and entertainment uses, for example, no theater, auditorium, game room, billiard hall, sports club, video gaming, and or gambling activities (except that parks and lawfully operated beauty or full service spa services shall be allowed).

(17) tattoo parlor and/or tattoo studio.

(18) temporary, part time or permanent residence or rehabilitation center for homeless, vagrants and/or those recovering from or being treated for alcohol, substance and/or drug abuse and/or halfway house, probation house or work relief programs.

(19) any uses similar to the prohibited uses set forth in items (1) through (18) herein.

All parking spaces and bike racks necessary for the Property to comply with the City of Houston Parking Ordinance and/or City of Houston parking requirements must be located on the Property and shall comply with any applicable City of Houston Parking Ordinance and parking requirements. In no event shall the Property or any use on the Property as set forth herein utilize or rely upon on-street parking, off-site parking, Special Parking (as defined within the City of Houston Parking Ordinance), or any variance to meet City of Houston parking requirements. The Property shall at all times be in compliance with all applicable City of Houston ordinances and laws, including without limitation the City of Houston Code of Ordinances, Chapters 20, 26 and 30, as each may be recodified or amended from time to time (including without limitation any “grandfathering,” to the extent applicable). No business or operations on the Property shall be open to the public or for delivery or waste removal earlier than 6:30 A.M. Houston, Texas time or stay open to the public or for delivery or waste removal later than 8:00 P.M. Houston, Texas time, and no business or operations on the Property shall adversely affect the health, safety, or welfare of the surrounding neighbors or the use and enjoyment by the Owner or Owners. The Owner of the Property and its successors, assigns, tenants, invitees and others on or about the Property, by through or under any of such parties, shall otherwise comply with the Declaration, except as expressly set forth in this Article IV. In case of any inconsistency, conflict, or ambiguity with Article IV of the Declaration and any other part of the Declaration, the restrictions and permitted uses contained in Article IV shall govern the Property. In addition, in no event shall more than two (2) uses for lawful office purposes, lawful retail services purposes, lawful professional services purposes and/or lawful residential purposes be in operations on the Property, subject to the restrictions and permitted uses contained in this Deed set forth herein; provided, however, one (1) additional such use on the Property may also be in operations on the Property so long as its permitted use is expressly limited to: (1) no more than one-thousand (1,000) square feet of the total improved structure on the Property; and (2) a permitted use as a realtor, attorney, tax advisor or other professional services provider, subject to the restrictions and permitted uses contained in Article IV. Except as expressly set forth in Section 11 herein, any and all other permitted uses for the Property shall have no more than twenty-five (25) total locations nationally

operating under the same or substantially same trade name at the time of commencing operations on the Property.

The parties further covenant and agree that any temporary or permanent structure erected or constructed on the Property and/or remodeling of the current structure on the Property shall be further subject to the following restrictions if the use is not solely for residential purposes: (1) no more than one (1) structure may be located on the Property, and such structure shall not: [a] exceed three (3) stories or levels and any third story of the structure shall be restricted to residential purposes only; [b] exceed forty (40) feet in height; and [c] exceed a total cumulative maximum square footage of ten-thousand (10,000) square feet of indoor and patio space (such restriction shall also be applicable to residential purposes); (2) a set-back of a minimum of three (3) feet from the Property line on the sides and back of the Property; (3) a set-back of at least fifteen (15) feet from the Property line on all borders of the Property which abut an active public street; (4) no signage or advertising, except a sign posted on the Property to advertise space for lease and not more than one (1) sign per lawful office purpose, lawful retail service purpose or lawful professional service as set forth herein (for a maximum of two [2] [or three (3), in the event of one (1) additional sign for a lawful professional service office, as set forth herein] signs) may be attached to the fascia of the permanent structure on the Property and such sign(s) shall comply with the City of Houston Building Code and City of Houston Sign Code any other applicable federal, state, municipal, city or county laws, shall at all times be maintained in a neat and attractive condition and illuminated only as expressly set forth herein and during operation hours (6:30 A.M. Houston, Texas time to 8:00 P.M. Houston, Texas time), but in no event later than 8:00 P.M. Houston, Texas time and shall not include any animation, neon or luminous paint, lighting (except for certain outdoor lighting in a vintage barn or gooseneck style installed directly above any signs attached to the fascia of the permanent structure on the Property as set forth herein, which such lighting shall be confined to emit illumination down to such signage, and no lights, lighting or illumination on the Property shall spillover on to any surrounding property) or sounds; (5) except for pedestrian and bicycle access and any designated, restricted and reserved employee or owner parking spaces (for a total of no more than three [3] such employee or owner parking spots) on the existing driveway and parking pad accessible from Watson Street, entrance to the Property shall be limited to the Usener Street entrance; and (6) the Property and its use must comply with all applicable city ordinances and laws.

The parties further covenant and agree that this Amendment to the Declaration shall survive delivery of the Deed to the Property and is to run with the Property, the same restrictive covenant shall be inserted in any deed or lease or instrument conveying or demising the Property or any part thereof (however, the omission of such language in any deed or lease shall not invalidate the restrictive covenants set forth herein), and neither the failure to enforce nor delay in enforcing any part of this Amendment shall cause a forfeiture or waiver of the right to thereafter enforce this Amendment, in whole or part. The restrictions and permitted uses contained in this Article IV may NOT be amended, terminated, waived or adversely affected by future restrictions unless approved pursuant to the Declaration and also agreed in writing by an authorized representative of the Woodland Heights Civic Association and any Owner of the Property.

2. Article V, is hereby added to the Declaration by inserting the following provision at the end of Article IV:

The covenants, conditions, and restrictions of this Declaration shall also be enforceable by the City of Houston City Attorney and/or the Woodland Heights Civic Association and neither the failure to enforce nor delay in enforcing any part of this Declaration shall cause a forfeiture or waiver of the right to thereafter enforce this Declaration, in whole or in part.

3. The undersigned constitute more than seventy-five percent (75%) the Lot Owners of the Lots as of the date that this Amendment was fully executed. This Amendment was duly adopted in accordance with the terms and conditions set forth in Article III, Section 2 of the Declaration.

4. Ratification of Declaration. Each of the undersigned Owners and the Woodland Heights Civic Association hereby ratifies and reaffirms the Declaration as amended and supplemented hereby.

THE FOLLOWING PAGES ARE THE SIGNATURE PAGES OF THE OWNERS

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