

**RESTRICTIVE COVENANT AGREEMENT**

**State of Texas  
County of Harris**

This Agreement, made this 22nd day of December, by and among the ~~unsigned~~ <sup>BCR</sup> undersigned parties; 2004

WHEREAS, the undersigned are the respective owners of the following described real property:

PROPERTY SITUATED IN THE RIVERSIDE TERRACE AND SOUTHLAND TERRACE SUBDIVISIONS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 11, PAGE 16; VOLUME 998, PAGE 135; VOLUME 6, PAGE 1 AND OTHER MAPS THEREOF RECORDED IN THE MAP RECORDS OF HARRIS COUNTY, TEXAS. *Jee*

WHEREAS, it is the desire and intention of all of the parties hereto to restrict said property according to a common plan as to use and permissible construction, so that all of said property shall be benefited and such successive owner of all or a part of said property shall be benefited by the preservation of the value and the character of said property;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements of the parties hereto, each to the others as Covenantors and Covenantees, and expressly for the benefit of, and to bind, their successors in interest, and the said parties agree as follows:

**ARTICLES I  
DEFINITIONS**

**Owner**

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Properties**

1.02. "Properties" shall refer to that certain real property herein before described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Civic club.

**Property Location**

1.03. "the undersigned are property owners of property situated in the Riverside Terrace and Southland Terrace subdivisions, according to the map recorded in Volume 11 at Page 16; Volume 998, Page 135; Volume 6, page 1 and other maps thereof recorded in Map Records of Harris County, Texas, on which there is or will be built a single family dwelling.

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The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

- 1.04. "Civic club" shall refer to the Riverside Terrace and Southland Terrace.
- 1.05. "Single-family" shall refer to 2 people united by marriage or 2 unrelated persons living together; their dependent children and relatives (parents, grandparents, and brothers and sisters, cousins, etc.); and any full-time domestic servants.
- 1.06. "Associate Member" shall refer to members of the Civic Club that live outside of deed restricted areas and the members who are not the original lot owners.

**ARTICLE II  
ARCHITECTURAL CONTROL  
Architectural Control Committee**

- 2.01. The Civic club shall vote on an Architectural Control Committee consisting of not less than 3 qualified persons, which committee shall serve at the pleasure of the Civic club.

**Approval of Plans and Specifications**

- 2.02. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

**Failure of Committee to Act**

- 2.03. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of 30 days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

**ARTICLE III  
EXTERIOR MAINTENANCE**

**Lot Maintenance**

- 3.01. Trees, shrubs, weeds, and grass must be cut in a sanitary and reasonable manner.

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3.02. Lot cannot be used to store materials or equipment except for normal residential requirements or during construction or improvement.

3.03. Prohibit accumulation of garbage, trash, or rubbish of any kind and the burning of materials.

#### **Building Maintenance**

3.04. Homes, related structures, and all improvements must be maintained in reasonable repair and properly painted.

#### **Vehicles**

3.05. Motor homes, non-motorized vehicles, boats, trailers, recreational vehicles, camper rig off of truck, machinery, or equipment may not be parked or stored on any Lot in front of the building setback line. Excepted from this restriction are passenger automobiles, vans, and pick-up trucks together with no more than one (1) un-garaged motorcycle or boat with trailer that (a) are in operating condition; (b) have current license plates and inspection stickers (except boats); and (c) do not exceed eight feet six inches (8'6") in height, eight feet (8') in width, or twenty-four feet (24') in length.

3.06. No parked vehicle shall obstruct or block a public walkway nor driveway. No mobile home nor trailer in the front yard.

3.07. No mobile home or any other vehicle shall be parked on the lawn either in front of the building setback line or where it is otherwise visible from the street.

3.08. No vehicle may be repaired on a Lot for longer than seventy-two (72) hours during any consecutive seven (7) days unless concealed inside a garage or other approved enclosure. This restriction shall not apply to vehicles machinery, or equipment temporarily in use for the construction, maintenance, or modification of a structure on a Lot.

#### **Nuisances**

3.09. No nuisance shall be allowed to exist on any Lot.

3.10. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Lot.

3.11. No noxious odors shall be permitted to arise from any Lot so as to render any portion of it unsanitary, unsightly, offensive, or detrimental to any nearby Lot or its occupants.

3.12. Unreasonable noise shall not be permitted on any Lot with exceptions for work being performed on the premises between 7:00 a.m. and 8:00 p.m.

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3.13. To the extent reasonably feasible, no owner or Resident shall allow any circumstance or condition to exist or to continue on any Lot that can or does attract, breed, or harbor infectious plant diseases or noxious insects or animals.

#### **Clotheslines**

3.14. Outside clotheslines shall be restricted to back yards.

### **ARTICLE IV USE RESTRICTIONS**

#### **Single Family Residential Use**

4.01. All lots, except for those with existing commercial use or multifamily dwellings, can only be used for single-family residential purposes only.

4.02. This section specifically prohibits the use of any single-family residential Lot for:

multifamily residential use;

any educational, church, professional, or commercial purpose, except as otherwise allowed in the section pertaining to personal offices for a profession or occupation below:

subletting living space to others by the single-family unit residing on the property;

occupation of the quarters by anyone other than the members of the single-family residing in the main residence; or

establishing an easement for accessing commercial or multi-family use property located outside the platted boundaries of Riverside Terrace and Southland Terrace.

4.02. The number of persons occupying residential structures may not exceed one (1) person for each two hundred (200) square feet of floor space.

4.03. Residents may have a personal office for a profession or occupation if:

such use is incidental to using the Lot for a Residence;

the general public and clients or customers are not invited or permitted to enter the Residence or another structure on the Lot to conduct business therein, with the

exception of private instruction by the resident to no more than two (2) students or persons at a time;

such use does not increase the vehicular or pedestrian traffic in the neighborhood, except as otherwise allowed in the preceding provision to allow private instruction by the resident;

no signs advertising a profession or business are displayed;

the address of the residence is not listed in any professional journals or telephone directories;

persons are not employed in the Residence or on the Lot;

no offensive activity is performed and no noise or odor is issued; the

business complies in every respect with all laws.

#### **Care-Giving Facilities**

4.04. No Lot shall be used for the operation of a:

boarding or rooming house, a residence for transients, half-way house, day-care center, treatment facility; or,

residence of unrelated individuals who are engaging in, undertaking, or participating in any group living for rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency unless any such facility is otherwise allowed by the terms of state or federal law negating the provisions of restrictive covenants prohibiting same.

4.05. A Lot may be used for:

informal baby-sitting for up to three (3) children on an occasional or non-scheduled basis;

on-going or scheduled care of up to two (2) children, plus the occupant's own children; and

baby-sitting or care-giving performed by residents of the Subdivision for those related to the resident by blood, marriage, or adoption.

#### **Restriction on Further Subdivision**

4.06. No Lot shall be re-subdivided into building Lots having less than 5,000 square feet of area, or a width of less than 50 feet each.

#### **Animals**

4.07. No animals or birds other than a reasonable number of generally recognized house or yard pets shall be maintained on any Lot and then only when kept, bred, or raised as domestic pets and not for commercial purposes. No more than three dogs allowed per household.

4.08. Any structure for the housing or confinement of any animal or bird on a Lot shall be behind the building setback line.

4.09. No animal or bird shall be allowed to make unreasonable noise, noise for an extended period, or otherwise become a nuisance.

#### **Signs**

4.10. No signs of any kind shall be displayed to public view on any Lot except signs of not more than five (5) square feet used to:

(a) advertise a Property for sale or lease;

(b) indicate security services;

(c) identify a builder or contractor while construction or other work is on-going;

(d) promote a political candidate, party, or issue beginning no earlier than thirty (30) days before the date of the applicable election or referendum; or

(e) announce a garage sale beginning no sooner than seven (7) days prior to the day of such sale.

4.11. The term "signs" as used herein includes letters of any size intended to publicize an activity or group, a business or occupation, a political party, or a fraternity or sorority.

4.12. Except for those that indicate a security service, signs must be removed within forty-eight (48) hours after their use no longer pertains.

4.13. Signs on commercial vehicles used by residents in their business or occupation are exempt from these restrictions.

#### **Sight Distance at Intersections**

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- 4.14. No fence at front or side of the property line may be greater than eight (8) feet in height. No rear fence shall be greater than twelve (12) feet in height.
- 4.15. The same Restrictions shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway.
- 4.16. No tree shall be permitted within twenty-five feet (25') of any intersection unless its foliage line is below two feet (2') or above six feet (6') so as to avoid any obstruction of sight by persons approaching the intersection.
- 4.17. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line or side property line than the minimum building setback lines as shown below:  
Riverside Terrace Section 8: Front -25 feet; Side Street -8 feet; Side Property -3 feet  
Riverside Terrace Section 9: Front -25 feet; Side Street -5 feet; Side Property -3 feet  
Riverside Terrace Section 16: Front -15 feet; Side Street 10 feet; Side Property -3 feet  
Southland Terrace: Front -15 feet; Side Street -5 feet; Side Property -3 feet

**ARTICLE V**  
**TYPES OF CONSTRUCTION AND MATERIALS**  
**Temporary Structures**

- 5.01. No temporary structures including but not limited to trailers, mobile homes, any prefabricated home, shack, barn, or other temporary structure shall be placed on any Lot, except during construction of a Residential Dwelling and related buildings.
- 5.02. No Residential Dwelling, garage, or other structure shall be moved onto a Lot from another location.
- 5.03. Greenhouses, workrooms, tool sheds, and other such structures are excepted from the terms of this section, provided that such structures of this nature are no taller than the main residence.

**Residential Construction Materials**

- 5.04. All buildings erected in Riverside Terrace and Southland Terrace, with the exception of garage and other outbuildings necessary to be used in connection with the residence, shall be constructed with an exterior consisting of a majority of brick, concrete, stone, or stucco.

**Antennas and Satellite Dishes**

- 5.05. With the exception of small dishes necessary for the reception of satellite TV services, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are visible from any street, property owned by the Civic Club or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving

device may be placed in the least visible location where reception of an acceptable quality signal is possible.

- 5.06. In no event are the following devices permitted: (i) satellite dishes which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of twelve feet (12) above the center ridge of the roofline; or (iii) MMDS antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline.
- 5.07. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot which transmit television, radio, satellite or other signals of any kind, except for amateur radio antennas.
- 5.08. The installation and use of the amateur radio antennas must comply with all governmental regulations concerning such equipment.
- 5.09. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time; this section shall be interpreted to be as restrictive as possible, while not violating the Act.

#### **Walls and Fences**

5.10. No walls or fences shall be erected in front of the building setback line. 5.11.

Walls or fences shall not exceed eight feet (8') in height.

5.12. Cyclone or chain link fencing is acceptable only in back and side yards.

#### **Mailboxes**

5.13. Mailboxes may not be located beyond five feet (5) in front of the front building line, unless United States Postal regulations ever require mailboxes to be located closer to the street.

#### **Storage of Building Materials**

5.14. Building materials shall not be placed or stored on any Lot earlier than thirty (30) days before the beginning of construction, modification, repair, or other work on a Residential Dwelling or other structure on the Lot, unless the materials are stored such that they are not visible from any street, property owned by the Civic Club or another Lot.

5.15. All such materials located on a Lot shall be within the property line.



- 5.16. After construction, modification, repair, or other work has begun, it shall be performed diligently to the end that it be completed and all building materials and debris be removed within nine (9) months.
- 5.17. Exceptions to the provisions of this section may be granted by the Civic Club Board on submission and approval of documentation that demonstrates justifiable reason for an exception.

**ARTICLE XI**  
**LOT SIZE AND LOCATION OF RESIDENCES**  
**Lot Area and Width**

- 6.01. The ground floor of the main residential structure shall not be less than 1200 square feet for a one story dwelling (exclusive of porches and garages). Any residential structure in excess of one-story shall not contain less than 1500 square feet exclusive of porches and garages.
- 6.02. No Residential Dwelling shall be erected on any Lot that has an area of less than five thousand (5000) square feet unless the lot was originally platted at less than 5000 square feet. No Lot shall be re-subdivided into smaller Lots regardless of the original size.

**Size of Residences**

- 6.03. The ground floor area of any new Residential Dwelling, excluding an open porch or attached garage, shall be not less than one thousand three hundred (1300) square feet for a one-story dwelling and not less than one thousand (1000) square feet for a two-story dwelling.
- 6.04. No Residential Dwelling shall exceed two stories and an enclosed attic.
- 6.05. No building on a Lot may exceed thirty-eight (38') in height as measured from the street in front of the Lot.
- 6.06. No Single Family Residential Dwelling shall share a common or shared wall with another Single Family Residential Dwelling.

**Location of Residences**

- 6.07. Eaves, steps, and unroofed terraces shall not be considered part of a building; provided, that this exception shall not be construed to allow any portion of construction on a Lot to encroach on another Lot.
- 6.08. The side building line shall not be less than 3 feet from the side property line, except for corner lots.

- 6.09. With the exception of the lots hereinafter stipulated, the building line shall be at least 25 feet from and parallel with the front property line, and no building or any part thereof shall be erected or placed upon the space between the said building line and the said property line. It is provided, however, that an open porch in front of any building may extend to within 17 feet of the property line of said street.
- 6.10. In the case of corner lots, the main building line shall be not less than 7 feet from the side street property line, but it is provided, however, that an open porch extending either from the front of the building or erected on the side of the building, may extend to within 5 feet of the property line of said side street.
- 6.11. No outbuilding or garage shall be erected on said property within 75 feet of the front property line, or within 15 feet of any side street property line, unless said garage is part of the residence.
- 6.12. All carports and garages shall comply with setback limits described in this document and in City of Houston Building Codes.

#### **Easements**

- 6.13. Owners shall comply with all easements at all times and keep them free of any obstruction for their respective intended purposes.
- 6.14. There shall be a permanent easement 5 feet in width on the rear end of each lot, or as is provided in the dedicated plat of Washington Terrace, to construct and maintain sewer, gas, telephone and electric light services.

#### **Variances**

- 6.15. The Civic Club after board approval may authorize variances from compliance with its standards or procedures or from the Restrictions stated herein when unique circumstances of topography, natural obstructions, special situations, or aesthetic or environmental considerations pertain.
- 6.16. No variance shall be effective until issued in writing, and no variance shall prevent the Board from later denying a variance in other cases.

### **ARTICLE VII REBUILDING IN THE EVENT OF FIRE OR CASUALTY Rebuilding**

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- 7.01. In the event of fire or other casualty causing damage or destruction to a Residential Dwelling or a related structure, the Owner of the damaged or destroyed dwelling or structure shall contract within three (3) months after the fire or casualty to repair or reconstruct the said dwelling or structure. The reconstruction must commence within three (3) months of contracting to rebuild and the reconstruction of the residence must be completed within twelve (12) months after reconstruction commences.
- 7.02. The Owner shall promptly begin repairing or reconstructing the said dwelling or other structure in order that it does not remain in a partially finished condition longer than reasonably necessary.
- 7.03. Alternatively, a damaged or destroyed Residential Dwelling or related structure may be razed and the Lot restored as nearly as possible to its original condition within four (4) months of damage or destruction, after which the Owner may at his or her option convey the Lot without a Residential Dwelling or related structure.
- 7.04. The time periods set forth herein may be extended for good cause with the written consent of the Civic Club Board.

**ARTICLE VIII**  
**DURATION AND AMENDMENT OF RESTRICTIONS AND GRANDFATHER**  
**CLAUSE**  
**Duration**

- 8.01. These restrictions are to run with the land, and shall be binding upon and insure to the benefit of the Civic Club, their respective successors and assigns, and all future owners of the residential lots located in the afore-named subdivision until December 31<sup>st</sup> of the year 2025 A.D. The afore-described initial term of these restrictions shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking these restrictions, in whole or in part, is recorded in the Official Public Records of Real Property of Harris County, Texas, at least six (6) months prior to said initial expiration date or the expiration of any 10-year extensions period.

**Amendment**

- 8.02. The terms of these Restrictions may be amended singly or severally at any time by an instrument signed by the Owners of sixty (60) percent of the Lots. No more than one vote may be cast for each lot. Votes cast for Lots with multiple Owners will follow the rules governing voting in the Bylaws.
- 8.03. No Owner shall be charged with the violation of or subjected to inquiry with respect to any revised amendment until it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

**Grandfather Clause**

- 8.04. Any building or appurtenant structure or any Improvement to such building or structure built or placed prior to the effective date of these Restrictions that was in

a Lot within the Subdivision may initiate and prosecute any proceeding at law or in equity to abate or enjoin such violation or attempted violation.

9.07. Further, upon the violation of any of the provisions of these Restrictions by any Owner, the Civic Club, acting through the Board, in addition to all other rights and remedies available to it at law or in equity or otherwise, may at its option suspend by written notice sent by certified mail, return receipt requested, the right of the violating Owner to vote in any regular monthly or special meeting of the Civic Club during the period of the violation.

**ARTICLE X  
MANAGEMENT AND OPERATION OF THE SUBDIVISION  
Management by the Civic Club**

10.01. The business affairs of the Civic Club shall be managed by its Board of Directors, unless otherwise reserved to the members of the Civic Club by law, the terms of the Declaration, Articles of Incorporation, or the Bylaws.

10.02. The affairs of the subdivision shall be monitored by the Civic Club. Every owner of a lot in the subdivision shall be a member of the Civic Club and have such voting rights as set forth in the Articles of Incorporation and/or By-laws of the Civic Club with the exception of the associate members.

Executed by the said Owners, this 22nd day of December, 2004.

See Attached signatures

**ACKNOWLEDGEMENT**

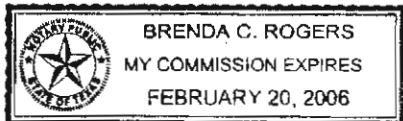
State of Texas  
County of Harris

This instrument was acknowledged before me on December 22nd, by

See Attached Signatures

[Notary Seal]

Brenda C. Rogers  
Notary Public  
My Commission Expires \_\_\_\_\_,  
2004



*Ret*  
Brenda C. Rogers  
3232 Parkwood Dr.  
Houston, TX 77021-1137