

**DECLARATION OF RESTRICTIONS  
FOR  
HIGHLAND PARK ADDITION AND RODGERS SUBDIVISION**

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

This agreement is between property owners of lots in the Highland Park and Rodgers subdivisions, 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 Highland Park and Rodgers Subdivisions, further described at Exhibit "A" attached hereto, as covenantors and covenantees, on behalf of themselves as their successors in interest, agree to the following terms.

**ARTICLE I - DEFINITIONS**

1. "Owners" shall mean each of the undersigned property owners, whether one or more persons or entities, of the title to any real property located in the Highland Park and Rodgers subdivisions, as well as more fully described below and at Exhibit "A" attached hereto, located in the City of Houston, Harris County, Texas, according to the Map or Plat thereof recorded in Volume 195 Page 376 and Volume 1, Page 60, of the Map 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" shall mean all real property specifically described in Exhibit "A" to this document, as specifically described in paragraph 1 above, whether or not platted or re-platted in accordance with existing law.
3. "Lot" shall mean separately owned portions of any of the Properties, as described in paragraph 1 above.
4. "Residence" shall mean 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 lots 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 residence shall be constructed or permitted for every 2,500 square feet of contiguous property subject to these restrictions. All new structures shall be built at a minimum of three feet from the property line on the sides and back of the lot. New structures shall be placed at least ten feet from the property line on all borders of the property which abut a public street. No structures shall contain more than three stories or floor levels, nor shall they be more than forty feet high. No lots 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 or other alcoholic beverage 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. This Restriction is not intended to prevent the owner from rebuilding the premises. 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.
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 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 person owning property subject to these restrictions, and/or the Woodland Heights Civic Association, or its successor, 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.

### **ARTICLE III - GENERAL PROVISIONS**

1. Any owner of a lot or property, 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 Subdivisions 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 Courthouse 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 County Clerk's 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 fifty-one percent of the owners of

the restricted lots. No amendment shall be effective until recorded in the County Clerk's Records of Harris County, Texas.

4. Subject to paragraph 7 of Article II above, any use or 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 that present owner only. None of these restrictions shall be enforceable against any present owner whose non-conformance falls within the terms of this paragraph. However, the voluntary discontinuation of any "non-conforming use" by any owner shall operate to prevent the re-establishment of such use after it has been abandoned. Similarly, once such nonconforming property is transferred by a present owner, these restrictions, as running with the land, continue in full force and effect as to the subsequent owners of prior nonconforming property.

5. Owners who desire to challenge the procedures of this deed restriction project and who, therefore, do not sign the petition, 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 of the approval and filing of these deed restrictions is filed in the Harris County Real Property Records.

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 title 11 of the Texas Property Code before one year after the date on which the owner receives actual notice of the filing of the 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