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136-19-1969

RESTRICTIVE COVENANT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and entered into among certain of the Owners of property in VASSAR PLACE, a subdivision in Harris County, Texas. The names of said Owners being stated on Exhibit "A", on the terms and conditions hereinafter stated.

W I T N E S S E T H:

WHEREAS, the undersigned are the respective Owners of certain lots in VASSAR PLACE, a subdivision in Harris County, Texas, a map or plat of said subdivision being recorded in Volume 13, Page 36 of the map records of Harris County, Texas; and

WHEREAS, certain deed restrictions imposed by the developer, Ben Taub, of VASSAR PLACE have lapsed and expired; and

WHEREAS, the undersigned persons desire to specify the appropriate residential purpose to which land in the subdivision may be put for their own purposes, to carry out the general residential restrictions applying to land within the subdivision and to restrict the use of lots so as to preserve VASSAR PLACE to the maximum extent possible as a family residential area by restricting VASSAR PLACE primarily to single family residences in accordance with the common plan and scheme which has appertained in said subdivision for over thirty five years; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements of the undersigned Owners, each to the others as covenantors, and covenantees, and expressly for the benefit of, and to bind, their successors in interest, the undersigned Owners agree that the property shall be held, sold and conveyed subject to the foregoing and following easements, restrictions, covenants, conditions, declarations, and purposes, which are for the purpose of carrying out and preserving the general restrictions and the specific

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residential restrictions presently and previously applicable to the property and of protecting the value and desirability of the property, and which shall run with the land, shall be a benefit and burden to and shall be binding on the Owners and all parties having any right, title, or interest in or to the property, or any part thereof, and their grantees, successors, heirs, executors, administrators, devisees and assigns and which easements, restrictions, covenants, conditions, declarations and purposes shall inure to the benefit of each Owner.

ARTICLE I

DEFINITIONS

1.01 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any portion of the Property, including buyers under a contract for sale or contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

1.02 "Property" shall mean and refer to that certain real property located in VASSAR PLACE described on Exhibit "A", except tracts owned by any person listed on Exhibit "A", who fails to execute this Agreement, and such other real property in VASSAR PLACE as may hereafter be made subject to the provisions of this Agreement.

1.03 "Family" shall mean and refer to two people who are married to each other or the survivor of them, their children, and other relatives of either of them.

1.04 "Single family residence" shall mean and refer to a detached residence designed, constructed and used as a single housekeeping unit.

1.05 "Ownership Group" shall mean and refer to a combination of an owner, members of said owner's family, and corporations, associations, estates, trusts, partnerships, firms or other entities in which said owner or members of said owner's family have an interest.

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ARTICLE II

USE RESTRICTIONS

2.01 All lots, and any improvements thereon, shall be used for residential purposes only. No business house, townhouse, rehabilitation centers, retail store, hospital, place of amusement or entertainment, factory, warehouse, apartment house, hotel, rooming house, duplex, commercial establishment, or place of business of any kind shall ever be kept, maintained, built or constructed on the property nor shall the property or any of the improvements thereon ever be used for such prohibited purposes; with the exception of any and all business operations presently being carried on in Block One (1) and Block Two (2) of VASSAR PLACE; however, the allowing of this exception shall terminate whether present owners-operators cease to reside in VASSAR PLACE or cease such business activity such right may not be transferred to others.

2.02 The property may be used for detached single-family dwellings. Only One (1) single-family dwelling will be allowed to occupy One (1) lot. Single-family residences shall not exceed 2 1/2 stories in height and may be accompanied by a private garage for not more than Three (3) cars, a guest house, servant's quarters and other outbuildings incidental to the residential use of the tract. A single-family residence and the outbuildings, if any, described in the preceding sentence shall be herein collectively referred to as a "Single-family dwelling" or "Single-family dwelling unit". A single-family residence may be occupied by not more than one family or three unrelated individuals; provided that nothing in this Agreement shall prevent the occupancy of any part of a single-family dwelling unit by any domestic servant, gardener, housekeeper, governess, nurse, cook, caretaker or chauffeur employed by the owner thereof, provided that the owner of such single-family dwelling unit also resides there.

ARTICLE III

RENTING

No single-family residence or outbuilding forming a part of a single-family dwelling unit shall be divided into apartments,

flats, duplexes, rental rooms or any other form of separate house-keeping units, whether formally or informally, and no such separate units shall be rented. Subject to the provisions contained in this Article, single-family dwelling units may be rented provided that they are rented to not more than one family or three individuals. No outbuilding shall be rented with the exceptions of the premises located at Block One (1), Lot Twenty Five (25) and Block Two (2) Lot Nineteen (19) having separate structures, both of which are presently being rented. Such rented structures shall likewise be used exclusively for single family residence purposes.

ARTICLE IV

REGULATIONS

4.01 No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.02 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding, other than servants' quarters or a guest house, shall be used on any tract at any time as a residence, either temporarily or permanently.

4.03 The keeping on any lot of a mobile home or travel trailer, either with or without wheels, or of a motor vehicle that is on blocks or that has no inflated tires is prohibited.

4.04 No signs of any character shall be allowed on any tract except one sign of not more than 5 square feet advertising the property for sale or rent.

4.05 No oil well drilling, or development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any tract. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any tract.

4.06 No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage shall be kept except in sanitary containers. All incinerators or other equipment for

the storage and disposal of such material shall be kept in a clean and sanitary condition.

4.07 No professional, business or commercial activity to which the general public is invited shall be conducted on any lot, even if such use is subordinate to the use of the lot as a residence, except as previously noted in Article II.

4.08 No fence or hedge or other structure shall be erected or be permitted to remain closer to the street than the front building line of said subdivision unless the owner of the property wishing to build a wall, or other structure or grow a hedge obtains in writing from 75% of the owners bound by this agreement permission to do same. This section shall not be interpreted so as to restrict the customary growing of foilage near and around the property. The building line of each lot shall be defined as that section of each house closest to the street as of the date of signing of this instrument. Hedges, fences, walls or other structures presently existing and not in conformity with this provision on the date of signing of this instrument shall be allowed to exist.

4.09 No vehicle shall be allowed to be parked in the front yard of any house or lot and no paving or other hard surface shall cover the ground between the building line and the street of any lot except for standard size walks and driveways. This provision is not interpreted to prohibit the widening of existing driveways but to prevent the construction of circular driveways in front of the building line or the paving of front yards as parking areas.

4.10 No animal or fowl of any kind may be kept on any part of any lot in said Block One (1) and Two (2) of VASSAR PLACE except for dogs, cats and caged birds. Those property owners keeping dogs and cats shall keep no more than three dogs upon the premises except for female dogs who have had puppies which may be kept during the weaning period. No kennels of any kind may be kept on the property.

ARTICLE V

EXISTING USES

Violations of this Agreement existing on the date this Agreement is recorded are not waived or in any manner consented to, and such non-waived violations and all violations of this Agreement occurring after the date this Agreement is recorded shall be considered violations for purposes of Article VII hereof and shall be subject to the provisions of such Article VII.

ARTICLE VI

ASSOCIATION

6.01 Each owner of a single-family dwelling unit located on the Property who signs a counterpart of this Agreement and each Owner of an original lot of the Property on which there is not located a single-family dwelling unit (an "unimproved original lot") who signs a counterpart of this Agreement shall automatically become a member of the VASSAR PLACE CIVIC CLUB, a non profit association. Membership shall be appurtenant to and may not be separated from ownership of either a single-family dwelling unit located on the Property or an unimproved original tract of the Property. The members, their families, guests, tenants, invitees, licensees, agents and employees, shall have the rights, duties and obligations stated in Articles and By-Laws of the CIVIC CLUB and shall comply with such Articles and By-Laws. The original Articles and By-Laws must be approved by a 100% vote of the original signers of this document.

6.02 There shall be one vote to be exercised, on all matters required to be brought before the members of the CIVIC CLUB for a vote, for each single-family dwelling unit located on the Property and for each unimproved original tract of the Property. If more than one person or entity holds an interest in any such single-family dwelling unit or unimproved original lot, the one vote shall be exercised as those holding an interest shall among themselves determine.

6.03 The CIVIC CLUB shall be entitled to levy assessments against its members for the costs of taking action pursuant to Article VII hereof, for maintenance of the esplanades within

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VASSAR PLACE and for such other purposes as may be stated in the Articles or By-Laws of the CIVIC CLUB. However, no such assessment shall be levied unless it is approved by 75% of the outstanding votes in the CIVIC CLUB.

ARTICLE VII

ENFORCEMENT

The CIVIC CLUB, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all the easements, covenants, conditions, restrictions, declarations, and purposes now or hereafter imposed by the provisions of this Agreement or any amendments hereto. Failure by the CIVIC CLUB or by any Owner to enforce any easement, condition, covenant, restriction, declaration or purpose herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VIII

SEVERABILITY

Invalidation of any provision of this Agreement by judgment, court order, or otherwise shall in no way affect any other provision, and all other provisions shall remain in full force and effect. The violation of any provision of this Agreement shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against any of the property and such lien may be enforced against any and all property covered thereby, subject nevertheless to the provisions of this Agreement.

ARTICLE IX

DURATION, AMENDMENT AND ANNEXATION

9.01 The easements, covenants, conditions, restrictions, declarations and purposes of this Agreement shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective legal representatives, heirs, successors and assigns, as hereinbefore more specifically stated, and, unless amended as provided herein, shall be effective for a term of 10 years from the date this Agreement is

recorded; after which time said easements, covenants, conditions, restrictions, declarations and purposes shall be automatically extended for successive period of ten years unless, during the six month period immediately preceeding the end of the original 10 year period or the end of any ten year extension period, said easements, covenants, conditions, restrictions, declarations and purposes are revoked or amended by an instrument executed by the President and Secretary of the CIVIC CLUB and approved by 75% of the outstanding votes in the CIVIC CLUB. The easements, conditions, covenants, restrictions, declarations and purposes contained herein may be amended at any time by an instrument executed by the President and Secretary of the CIVIC CLUB and approved by 75% of the outstanding votes in the CIVIC CLUB. No amendment or revocation shall be effective until recorded in the office of the County Clerk of Harris County, Texas. If the CIVIC CLUB has for any reason ceased to exist at any point when amendment or revocation is sought pursuant to the provisions of this Article, identification of those holding votes in the CIVIC CLUB and determination of the number of votes held and outstanding shall be made as if such CIVIC CLUB still existed and functioned and the revoking or amending instrument shall be executed by all those voting in favor of the revoking or amending instrument.

9.02 If after this Agreement is executed and recorded any other person or entity owning property in VASSAR PLACE who did not execute this Agreement desires to do so and to make his property located in VASSAR PLACE subject to the provisions of this Agreement, said Owner shall be entitled to do so by executing an instrument which describes the property of the Owner located in VASSAR PLACE and states that the Owner desires to make said property subject to the terms and provisions of this Agreement. When such instrument has been executed and recorded in the Office of the County Clerk of Harris County, Texas, the property described in such instrument shall be subject to all the provisions of this Restrictive Covenant

Agreement, and the Owner of such property shall automatically become a member of the CIVIC CLUB on the terms herein specified, and shall become subject to all the terms and provisions of this Restrictive Covenant Agreement.

IN WITNESS WHEREOF, this Restrictive Covenant Agreement has been executed by the Owners whose signatures appear on the counterpart signature pages hereto on the date specified by the name of each such Owner. The signature pages consist of multiple counterparts and have been cumulated, consecutively numbered and attached to the original ribbon copy of this Restrictive Covenant Agreement. This Restrictive Covenant Agreement shall be binding upon each of those Owners signing any counterpart signature page. The failure of any person listed on Exhibit "A" to execute a counterpart signature page of this Agreement shall not invalidate this Agreement as to the Owners who executed it, the listing of names on Exhibit "A" being for convenience only.

EXECUTED this the 7th day of March, 1976.