

505-38-3777

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**RICHWOOD PLACE
DECLARATION OF RESTRICTIVE COVENANTS**

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PREAMBLE

- 1. These Restrictive Covenants are made among and between owners of real property in Richwood Place, Houston, Harris County, Texas.
- 2. The property owners adopting this Declaration of Restrictive Covenants intend to restrict the use of the property owned by them, so that all of the restricted properties will benefit from the preservation of the value and character of the properties.
- 3. In consideration of mutual benefits, promises, covenants, and agreements, the property owners agree to the following terms on behalf of themselves and of their successors in interest.

**ARTICLE I
DEFINITIONS**

- 1. "Restriction" means a limitation set out in Article III of this Declaration of Restrictive Covenants.
- 2. "Property" means any parcel of land to which the Restrictions apply.
- 3. "Property Owner" means an individual, partnership, joint venture, corporation, or any other legal entity who holds record title to a Property.

4. "Richwood Place" means the parcels of land included within the boundary formed by Shepherd Drive on the West, Richmond Avenue on the North, Dunlavy Street on the East, and U.S. Highway 59 on the South in the City of Houston, Harris County, Texas.

5. "Richwood Place Civic Association, Inc." means the not-for-profit corporation of that name which is organized under the laws of the State of Texas.

6. "Deed Restrictions Committee" means the committee authorized by and created pursuant to Article II of this Declaration of Restrictive Covenants.

7. "Residence" means a single, enclosed, permanent structure designed to be a dwelling unit containing facilities for living, sleeping, cooking, and eating. "Residence" includes a single family house, a duplex or multiplex unit, a townhouse, a condominium, an apartment unit, and a garage apartment.

8. "Group Home" means a Residence providing a permanent dwelling place for more than seven persons unrelated by blood or marriage.

9. "Structure" means anything that is constructed, including a fence.

10. "Business" means any for-profit or not-for-profit activity concerned with the supply or the distribution of goods or services.

11. "Residential Business" means any for-profit or not-for-profit activity concerned with the supply or the distribution of goods or services that employs no more than three persons and that operates from a Residence in which the Residential Business operator resides.

12. "Business Zone" means the area made up of lots within Richwood Place that are adjacent to Shepherd Drive and Richmond Avenue.

13. "Residential Zone" means the area made up of all lots within Richwood Place that are not included within the Business Zone.

ARTICLE II GENERAL PROVISIONS

1. Any Property Owner who acquires title to any Property shall accept title subject to the Restrictions. The Restrictions shall be deemed covenants running with the land, and those acquiring title to Property subject to the Restrictions, as well as their successors in title, shall be bound by the Restrictions as long as the Restrictions are in effect.

2. A Property Owner who leases out a Property or any structure or Business on a Property or who otherwise permits a person who is not a Property Owner to occupy a Property has the duty to communicate the Restrictions to the occupant.

3. Acting independently or together, any Property Owner, the City of Houston, and the Richwood Place Civic Association, Inc. or its successor may take whatever legal action is required to enforce the Restrictions. The failure to enforce any Restriction shall not waive the right to enforce that Restriction or any other Restriction.

4. The Restrictions and this Declaration of Restrictive Covenants and any amendments shall be effective for ten years from the date the Restrictions first become effective. The Restrictions and the Declaration of Restrictive Covenants automatically shall extend for successive ten-year periods.

5. The Restrictions and this Declaration of Restrictive Covenants may be amended or canceled at any time by an instrument signed and acknowledged by Property Owners who own, in the aggregate:

- a. a majority of the total number of lots in Richwood Place; or

b. a majority of the total number of separately owned parcels, tracts, or building sites in Richwood Place, whether or not the parcels, tracts, or building sites contain part or all of one or more platted lots or combinations of lots; or

c. a majority of the square footage within all of the lots in Richwood Place, excluding any area dedicated to or used exclusively for roadways or public purposes or by utilities.

No amendment shall be effective until recorded in the records of the County Clerk of Harris County, Texas.

6. If any of the 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.

7. The record owner of any real property within Richwood Place that is not subject to the Restrictions on the date that the Restrictions become effective may include the property in the operation of the Restrictions at any time. The record owner may enter into this Declaration of Restrictive Covenants by filing with the County Clerk of Harris County an acknowledged statement that describes the property by reference to the recorded map or plat of the property's subdivision and that states that the owner elects to have the property included in the operation of the Declaration of Restrictive Covenants.

8. The Richwood Place Civic Association, Inc. shall form a standing Deed Restrictions Committee composed of five Active Members of the Richwood Place Civic Association, Inc. Members of the Deed Restrictions Committee shall be elected by vote of a simple majority of the Active Members of the Richwood Place Civic Association, Inc. present at any General or Special Meeting at which a quorum is present. Members of the Deed Restrictions Committee

shall serve one-year terms and may be reelected to successive terms without limitation. Decisions made by the Deed Restrictions Committee pursuant to powers granted by this Declaration of Restrictive Covenants may be appealed. Appeals must first be taken to the Board of Directors of the Richwood Place Civic Association, Inc., which may reverse by vote of a simple majority. Subsequent appeal may be made to the general membership of the Richwood Place Civic Association, Inc., which may reverse by vote of a simple majority of the Active Members present at any General or Special Meeting at which a quorum is present.

ARTICLE III RESTRICTIONS

1. No Business shall be conducted on any Property, with the following exceptions:

- a. Businesses operated within the Business Zone;
- b. Residential Businesses; and
- c. Businesses that fall within the provisions of Article IV of this

Declaration of Restrictive Covenants.

2. The following shall not be permitted on any Property:

- a. group homes;
- b. manufacturing concerns other than incidental home crafts and hobbies;
- c. warehouses and storage facilities;
- d. cemeteries, crematories, burial places, and funeral parlors; and
- e. kennels, stables, or other establishments designed for the care and

feeding of animals.

3. The following shall not be permitted on any Property within the Residential Zone:

- a. the sale of alcoholic beverages;

- b. food service establishments;
- c. hotels, boarding houses, and bed and breakfast establishments;
- d. child daycare establishments caring for more than three children;
- e. motor vehicle or other equipment repair establishments;
- f. parking garages and parking lots designed or maintained to

accommodate customers, patrons, employees, or students of Businesses or Residential Businesses;

g. vending machines for public use or access, including those holding newspapers or advertisement or solicitation materials;

h. any vehicle that is inoperative and that does not have lawfully affixed to it either an unexpired license plate or a valid motor vehicle safety inspection certificate, that is wrecked, dismantled, partially dismantled, or discarded, or that remains inoperable for a continuous period of more than forty-five days, except a vehicle that is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property;

i. the storage of or dumping of unused or inoperable appliances, junk, trash, leftover or used building materials, and similar debris; and

j. any other activity, establishment, or condition that would detract from the residential character of the Residential Zone.

4. No structure of a temporary nature, trailer, mobile home, shack, or other outbuilding on any Property shall be used either temporarily or permanently as a Residence or as a Business.

5. Residences that are not occupied by the Property Owner shall not have an occupancy rate per number of bedrooms that is higher than as follows:

- a. One bedroom, 3 persons
- b. Two bedrooms, 5 persons
- c. Three bedrooms, 7 persons
- d. Four bedrooms, 9 persons

6. No single-family Residence shall be converted into multiple Residence units, apartments, a group home, a boarding house, a rooming house, or a bed and breakfast establishment.

7. Construction within the Residential Zone shall be limited to single-family Residences, additions to existing single-family Residences, garages or carports built for the exclusive use of the occupants of a Residence, garage apartments, and fee simple townhomes. No multi-unit rental properties, group homes, boarding houses, rooming houses, or bed and breakfast establishments shall be constructed on any Property.

8. If a Property occupied by a single-family Residence is subdivided, no more than two Residences may be constructed on the subdivided lots.

9. No structure in the Residential Zone shall be constructed on a Property nearer than twenty feet from the front Property line, except entrance steps or terraces that have no roof or other covering.

10. No vehicles shall be parked on a Property within twenty feet from the front Property line, with the following exceptions:

- a. in the Business Zone, vehicles may be parked upon a paved parking lot; and
- b. in the Residential Zone, vehicles may be parked upon a paved driveway.

11. No temporary or permanent signs shall be permitted in the Residential Zone, with the following exceptions:

- a. Signs advertising premises for sale or rent and measuring no more than six square feet in size;
- b. Plaques, markers, or other types of designation erected, affixed, or awarded by the Federal, State, or municipal government or a civic association;
- c. A sign advertising or identifying a Residential Business, subject to the following limitations:
 - i. the sign must be permanently affixed to the building in which the Residential Business is conducted;
 - ii. the sign shall not exceed three square feet in area;
 - iii. the sign shall not detract from the residential character of the Residential Zone; and
 - iv. no more than one sign may be used to advertise or identify a Residential Business.

ARTICLE IV GRANDFATHER CLAUSES

1. Any use or condition that does not comply with the Restrictions set forth in Article III of this Declaration of Restrictive Covenants and that was in existence prior to the effective date of the Restrictions shall not be affected by the Restrictions. However, the discontinuation of any nonconforming use shall operate to prevent its reestablishment, except as provided in this Article.

2. If destroyed or rendered uninhabitable, a Residence in an overall structure that contains multiple Residences that share common walls may be rebuilt notwithstanding any Restrictions governing new construction, if ten percent or more of the overall structure remains intact.

3. Maintenance and repair of nonconforming structures that were in existence prior to the effective date of the Restrictions is permitted. However, a nonconforming structure that is totally destroyed or that requires reconstruction of seventy-five percent or more of the structure shall not be reconstructed but shall be demolished, unless it falls within the provisions of paragraph 2 of this Article.

4. Signs in the Residential Zone that are in existence and in proper repair on the date that the Restrictions become effective may remain in place if properly maintained. However, if such a sign is totally destroyed or requires reconstruction of seventy-five percent or more of the area of the sign, it shall not be reconstructed but shall be demolished, unless it complies with the Restrictions set forth in Article III.

5. A Business that is operating with all necessary legal permits on the date that the Restrictions become effective and that is located within the Residential Zone shall be privileged

to continue in operation; however, if the Business ceases to operate for any reason or if any necessary legal permits are revoked or allowed to lapse, the Business shall not again be reopened within the Residential Zone and if reopened in the Business Zone shall conform to the Restrictions.

6. A Business that is operating with all necessary legal permits on the date that the Restrictions become effective and that is located within the Business Zone but that is engaged in activities prohibited by Article III shall be privileged to continue in operation; however, if the Business ceases to operate for any reason or if any necessary governmental permits are revoked or allowed to lapse, the Business shall not again be reopened or operated within Richwood Place.

ARTICLE V APPLICATION

1. This Declaration of Restrictive Covenants is incorporated into a Petition to Create Restrictions prepared and filed in accordance with the requirements of chapter 201 of the Texas Property Code Annotated (Vernon Supp. 1992). Upon the filing of the Petition to Create Restrictions with the County Clerk of Harris County, this Declaration of Restrictive Covenants applies to all parcels of real property within Richwood Place, except those properties falling within the provisions of section 201.009 of the Texas Property Code Annotated (Vernon Supp. 1992).

2. This Declaration of Restrictive Covenants applies to all parcels of real property for which the record owner has filed a statement in accordance with paragraph 7 of Article II.