

027-19-2329

Amended
N033431

AMENDED AND RESTATED DEED RESTRICTIONS
FOR SUNSET TERRACE, SECTION TWELVE

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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

02-28-91 00000075 N033431 § 135.25

WHEREAS REED-YANCEY REALTY COMPANY executed those certain Restrictions and Covenants for Sunset Terrace, Section Twelve filed for record under Harris County Clerk's File No. 541820 and recorded under Volume 1793, Page 385 of the Deed Records of Harris County, Texas (the "Original Restrictions") which imposed certain covenants, conditions and restrictions on the property in Sunset Terrace, Section Twelve (the "Subdivision") a subdivision in Harris County, Texas as shown on the map or plat thereof filed for record under Harris County Clerk's File No. Volume 26, (the "Original Plat"); Page 42 Map Records.

WHEREAS, the Original Restrictions provide, in paragraph 11 thereof, that they may be amended by vote of the majority of the owners of the lots in the Subdivision; and

WHEREAS, a majority of the owners of the lots in the Subdivision desire to amend the Original Restrictions as set forth herein.

NOW THEREFORE, the undersigned parties to this Amended and Restated Deed Restrictions declare and agree that the Original Restrictions are hereby modified, amended and restated in their entirety to read as follows:

1. All property in the Subdivision shall be designated residential lots and shall be restricted to residential dwellings for single family residential use only.

2. No structure shall be placed on any lot save the residence, which shall not exceed two (2) stories in height, and a private garage which shall not exceed the height of the residence in stories and in over-all height and which may contain living quarters for bona fide servants. No residential building shall be located nearer to the front lot line or nearer to the side street line than the greater of (i) twenty (20) feet or (ii) the building setback lines as shown on the recorded plat affecting such lot. No residential building shall be located nearer than five (5) feet to any side property line. The side property line restrictions shall not be applied to a detached garage or other outbuilding, which may be three (3) feet from the side property line when located seventy (70) feet or more from the front lot line. No hedge, fence, wall or other structure shall be erected or installed nearer to the front property line than the distances established as building lines.

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3. No building site shall have less than six thousand (6,000) square feet in area, or have a front width of less than fifty (50) feet, and no building may be erected on property having an area or frontage less than said minimum requirements. The side and front line clearances provided in the preceding paragraph hereof (that is, clearances from the property lines of the building site) shall be continuously maintained as to all improvements and there shall be no re-subdivision or division of lots in such manner as will impair the minimum side and front line clearances required.

4. No residence or dwelling shall hereafter be erected on any lot in the Subdivision which costs less than \$100,000. In the event a residence or dwelling currently in existence is destroyed or damaged by fire or other casualty, such residence or dwelling may be rebuilt or repaired to a condition similar to its original condition without being subject to the provisions of this paragraph.

5. No building shall be built on any building site which contains less than 51% brick, stucco, rock, stone, concrete, limestone, or some other form of permanent building material other than framing or wood.

6. It is understood and agreed that when a single family dwelling is completed on any of the lots in the Subdivision, it shall be incumbent upon the owners of same to install concrete sidewalks four (4) feet wide to conform with other walks in the Subdivision, said walks to be installed along the front line of said lots and along the front and side streets lines of corner lots as they currently exist.

7. One (1) story dwellings on all residential lots shall have a minimum ground floor area of at least (i) one thousand three hundred (1,300) square feet of livable area for lots 33 - 48, inclusive, in Block 11 and lots 1 - 13, inclusive, in Block 12, (ii) one thousand two hundred (1,200) square feet of livable area for lots 26 - 32, inclusive, in Block 11 and lots 14 - 24, inclusive, of Block 12 and (iii) one thousand one hundred (1,100) square feet of livable area for lots in Block 13, as such lots and blocks are shown on the Original Plat. As used herein the term "livable area" shall not include area within screened porches, stoops, open terraces, garages or detached servants' quarters. Two (2) story residences shall have a minimum of eight hundred twenty-five (825) square feet of livable area on the ground floor, exclusive of screened porches, stoops, open terraces, garages or detached servants' quarters.

8. All improvements on any lot must be kept in good repair and must be painted when necessary to preserve the attractiveness of said improvements.

9. No noxious, offensive or commercial trade or activity shall be carried on upon any lot in the Subdivision nor shall

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anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. For purposes of definition, commercial trade shall be defined as any activity which employs more than one non-resident of the Property for any reason other than the maintenance or improvement of the Property.

10. No property in the Subdivision shall ever be used for any purpose which is immoral or illegal.

11. Owners of lots in the Subdivision shall not lease or permit the use of any portion less than all of the lot and improvements owned by such person; provided, however such owner may lease or permit the use of a portion of the residence built on such lot, or any garage apartment or outbuilding built on such lot to relatives of such owner or servants of such owner employed in connection with the primary residence on such lot. Nothing contained herein shall restrict the right of an owner of a lot to lease or permit the use of all of such lot and all the improvements on such lot to any person.

12. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted except for not more than one (1) advertising board on each lot or building site, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purposes of advertising for sale, rent or lease the lot and residence located thereon, for political elections, garage sales, and civic association purposes.

13. No garbage, or debris of any kind, shall be permitted to accumulate on any lot.

14. No surface or open toilet shall be erected or permitted on any of said lots.

15. No horses, chickens, ducks, swine or other animals shall be raised or permitted upon any premises in the addition, save and except that the keeping of dogs and cats as pets shall be allowed.

16. The covenants and restrictions herein provided shall run with the land and shall be binding upon all owners of lots in the Subdivision and all persons claiming under them until June 1, 2011, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. With the exception of paragraph 1 hereof, these restrictions may be amended, modified or terminated at any time and from time to time by a recorded instrument executed by the owners of more than one-half (1/2) of the lots in the Subdivision. It is specifically understood that the restrictions contained in paragraph 1 hereof cannot be amended or modified in any way.

17. The covenants and restrictions herein set out are for the benefit of any owner of a lot or lots in the Subdivision, such

owner's heirs, executors, administrators and assigns. Accordingly, all of the covenants and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

18. Invalidation of any of the provisions hereof by judgment of a court of competent jurisdiction shall not affect or impair the remaining provisions contained herein.

19. Notwithstanding anything to the contrary contained in this document, in the event any buildings currently constructed on lots in the Subdivision violate the provisions of paragraphs 2 or 7 hereof, a one-time only variance from the provisions of paragraphs 2 and 7 hereof is hereby given permitting such buildings to exist in their current state; provided, however, in the event any such building is destroyed by casualty and rebuilt or is replaced with a new building, such rebuilt or new building shall comply with all of the provisions of this document, including paragraphs 2 and 7 hereof.

20. The Sunset Terrace/Montclair Civic Association, Inc., a Texas non-profit corporation (the "Association") shall have the right to enforce the provisions of these restrictions. Each person who is a record owner, whether one or more persons or entities, of the fee simple title to any portion of the lots in the Subdivision, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement or leasehold right, a mineral interest or a royalty interest, shall be entitled to be a "Member" of the Association.