

DECLARATION OF RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF HARRIS

This agreement is between the property owners of lots, as per Exhibit "A", and the City of Houston.

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 the restrictions as a result of the preservation of the value and residential character of said lots.

In consideration of the mutual benefits, promises, covenants and agreements, the undersigned individuals owning lots, as detailed in Exhibit "A", as coventors and coventees, on behalf of themselves and their successors in interest, agree to the following terms.

ARTICLE I DEFINITIONS

1. "*Properties*" shall mean all real property specifically described in Exhibit "A" to this document.
2. "*Lot*" shall mean that portion of any of the plots of land shown upon the plats or maps recorded in Volumes 1A, 2, 183, and 421 of the Map Records of Harris County, Texas, as described on the attached Exhibit "A".
3. "*Residence*" shall mean a single, enclosed dwelling unit containing facilities for living, sleeping, cooking, and eating. A "residence" is a single family house, townhouse, condominium, apartment building, or a garage apartment.
4. "*Business*" shall mean any for profit or not-for-profit activity concerned with the supplying and/or the distribution of commodities or services.
5. "*Residential Business*" shall mean a business operating from a residence.
6. "*Property Owner*" shall mean any individual, partnership, joint venture, corporation, or other entity that holds record title to a lot.

7. "Hyde Park Civic Association" shall mean the certain (501c4) non-profit corporation organized under the laws of the State of Texas. The "Hyde Park Civic Association" is the sole representative body, in regards to these deed restrictions, of the property owners of lots governed by this agreement, as detailed in Exhibit "A"

ARTICLE II RESTRICTIONS

1. All properties shall be used for residential purposes only, except that an existing business shall be permitted, but no new business may be created from a residence. However, a residence shall be permitted to contain a residential business, which shall be permitted to employ no more than three (3) persons. Permitted residential businesses specifically exclude food service, industrial, manufacturing (other than incidental home crafts and hobbies), warehousing, motor vehicle and equipment repair, storage activities, or halfway or group houses that would detract from the residential character of Hyde Park except as described above. No lot shall be used for any type of new business or commercial purpose, or for any industrial, manufacturing, warehousing, or new motor vehicle or equipment repair purpose whatsoever. Existing businesses may continue to operate until the sale of existing property or until existing leases expire. Use of any property as a hotel, boarding house, or bed and breakfast is prohibited. Existing property leased to halfway houses may continue to operate for the life of their current lease. No new halfway houses may be established. No structure of a temporary nature, trailer, mobile home, shack, motor home, recreational vehicle, or other outbuilding shall be used on any lot at any time as a gathering place either temporarily or permanently. However, a tent may be erected for private gatherings not to exceed seven (7) days in duration.
2. New construction shall be limited to single family residences, fee simple townhouses, or garage apartments. No multiunit rental residences, apartments, halfway houses, boarding houses or rooming houses shall be constructed. No multilevel structure, including walls or fences, shall be constructed within five (5) feet of property abutments. Fee simple townhouses may be constructed with adjoining walls and the five (5) feet clearance from property abutments shall mean from the perimeter of adjoining units.
3. Conversion of existing single family residences or townhomes into multiunit or subdivided properties, apartments, halfway houses, boarding houses, or rooming houses is prohibited. No lot may be subdivided without advance written approval of the Deed Restrictions Committee.
4. Parking of vehicles on a front unpaved surface, sidewalk or easement is prohibited. No vacant lot shall be used as a parking lot. Storage of inoperable vehicles, boats, trailers or other implements on streets covered by these restrictions is prohibited. Storage of any vehicle on streets within the area covered by these restrictions for periods exceeding seventy-two (72) consecutive hours is prohibited.

5. No beer, wine, liquor, or other alcoholic beverage shall be sold on any property, except that occupied by an existing business with valid liquor licenses. No new business for the selling of beer, wine, liquor, or other alcoholic beverage shall be permitted.
6. If a residence located on a lot covered by these restrictions is totally destroyed or rendered uninhabitable by fire, wind, rain, or other disaster, or is condemned by the City of Houston or other legal unit, the owner shall either begin repair or restoration of the property or clean the lot of debris within six (6) months of the date of the disaster or condemnation. Exceptions to this time period shall apply to properties under investigation by insurance or legal agencies. Upon completion of said investigation, property owners will have ninety (90) days to begin repair or to clear the property. This restriction is not intended to prevent the owner from rebuilding the premises. Completion of the restoration rebuilding/repair shall be completed within twenty-four (24) months from the time work begins. After repair/rebuilding and/or clearing has begun, the property owner is required to maintain the grounds in accordance with surrounding lots.
7. Property grounds and street gutters attached to the property must be maintained in accordance with standards of surrounding properties and in compliance with City codes.
8. No lot, alley, street, or open carport shall be used for storage or dumping of trash. Garbage or other waste shall be disposed of in accordance with the City of Houston ordinances, rules, and regulations. No lot, alley, street, or open carport may be used as the site of a trash dumpster, either commercially or privately owned. Trash dumpsters may be sited on a lot if properly concealed and secured. No commercial deliveries or garbage pickups between the hours of 7 p.m. and 6 a.m. weekdays. No commercial garbage pickups on weekends.
9. No free standing signs are permitted except:
 - (i) for those advertising the premises for sale or rent measuring no more than six (6) square feet in size, and
 - (ii) plaques, markers of other types of designation erected or affixed on the property awarded by the Federal, State, or Municipal government or a civic association.

New permanent signs may not exceed three (3) square feet in area. All existing signs, including those advertising an existing business, must conform to these restrictions at the time of replacement.

10. No vending machines holding newspapers or other advertisement or any solicitation material are permitted. No exterior pay phones.
11. Existing apartment buildings, townhomes, condominiums, garage apartments, or other residence used as rental property may not have an occupancy rate higher than that listed below:
 - (a) one bedroom 3 persons

- | | |
|--------------------|-----------|
| (b) two bedrooms | 5 persons |
| (c) three bedrooms | 7 persons |
| (d) four bedrooms | 9 persons |
12. All properties promoting or staging a gathering, festival, or other event where more than one hundred (100) people will be attending must comply with existing City of Houston and State Ordinances, Codes, and Laws.
 13. Garage/yard sales on any property shall be limited to four sales per year of three days in duration or less. Sale items must be removed from visible outside areas between 6 p.m. and 8 a.m. Garage/yard sales extending beyond three days are expressly prohibited.
 14. No healthy living tree greater than seven (7) inches in diameter may be destroyed by whatever means without the permission of the Hyde Park Civic Association Deed Restrictions Committee. Property owners of lots on which new construction is undertaken must take all reasonable measures to protect the viability of existing trees. Trees destroyed by permission of the Deed Restrictions Committee must be replaced by the owner of the destroyed tree within the area covered by Hyde Park Civic Association.
 15. Property owners subsequently acquiring title to lots described in Exhibit "A" shall accept title to those lots subject to these restrictions and covenants. 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 these restrictions, any person owning property subject to these restrictions, and/or the Hyde Park Civic Association or its successor, may take whatever legal action is required to enforce these restrictions.
 16. These deed restrictions should be construed by a court of law in accordance with the commonly held meaning of the restrictions. 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 in effect.

ARTICLE III

GENERAL PROVISIONS

1. Any property owner described in Exhibit "A" and/or the Hyde Park Civic Association or its successor or assigns, shall have the right to enforce, by any legal means, all restrictions imposed by this agreement. Failure to enforce any restrictions shall not waive the right to subsequently enforce the same, or others. The Hyde Park Civic Association will form a standing Deed Restrictions Committee, to consist of three (3) members, to be elected by the general membership by majority vote of those members present with each Hyde Park Civic Association member having one vote.

2. As provided in Title 11 of the Texas Property Code, the restriction of this agreement shall not be binding unless fifty (50) percent plus one, a simple majority, of the property owners governed by this agreement, per Exhibit "A", sign this instrument by November 2, 1993, and this instrument is filed with the County Clerk at the Harris County, Texas Courthouse by November 2, 1993.
3. The restrictions of this agreement shall run with the lands restricted by it, and shall be enforceable by any property owner of any lot subject to this agreement, or by the Hyde Park Civic Association, and their legal representative, and/or successors in title. Unless this agreement is amended or canceled, it shall be effective for ten (10) years from the date it is filed in the records of the County Clerk of Harris County, Texas. At the end of the first ten (10) years, the restrictions in this agreement shall automatically be extended for successive ten (10) year periods. This agreement may be amended or canceled at any time by an instrument signed by not less than fifty (50) percent plus one, a simple majority, of the property owners of the restricted lots. No amendment shall be effective until recorded in the County Clerk's records of Harris County, Texas.
4. 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. None of the restrictions shall be enforceable against any present property owner whose nonconformance falls within the terms of this paragraph. However, the voluntary discontinuation of any non-confirming use by any property owner shall operate to prevent the reestablishment of such use after it has been abandoned.
5. Property owners who desire to challenge the procedures of this deed restriction and who, therefore, do not sign the petition, must file suit under Section 201.010 of Title 11 of the Texas Property Code before the 181st day after the date on which these restrictions are filed with the Harris County Clerk at the Harris County, Texas Courthouse.
6. Property owners who do not sign the petitions may delete their property from the operation of these deed restrictions by filing a statement described in the fourth category of Section 201.990 (b) of Title 11 of the Texas Property Code before one (1) year after the date on which the property owner receives actual notice of the filing of the deed restrictions.

This instrument may be executed in multiple counterparts, all of which shall be considered part of the same instrument.

EXECUTED by the undersigned property owners shown in the attached Exhibit "B" as of the dates of the respective acknowledgments shown on the attached sheets, and effective for all purposes as of the dates of such respective acknowledgements as to property(ies) owned by the undersigned property owners, respectively.

EXHIBIT "A"

HYDE PARK CIVIC ASSOCIATION
AREA

INCLUDING PARTS OF THE FOLLOWING SUBDIVISIONS:
HYDE PARK, HYDE PARK ANNEX, HYDE PARK EXTENSION,
WESTOVER, STRATFORD ADDITION

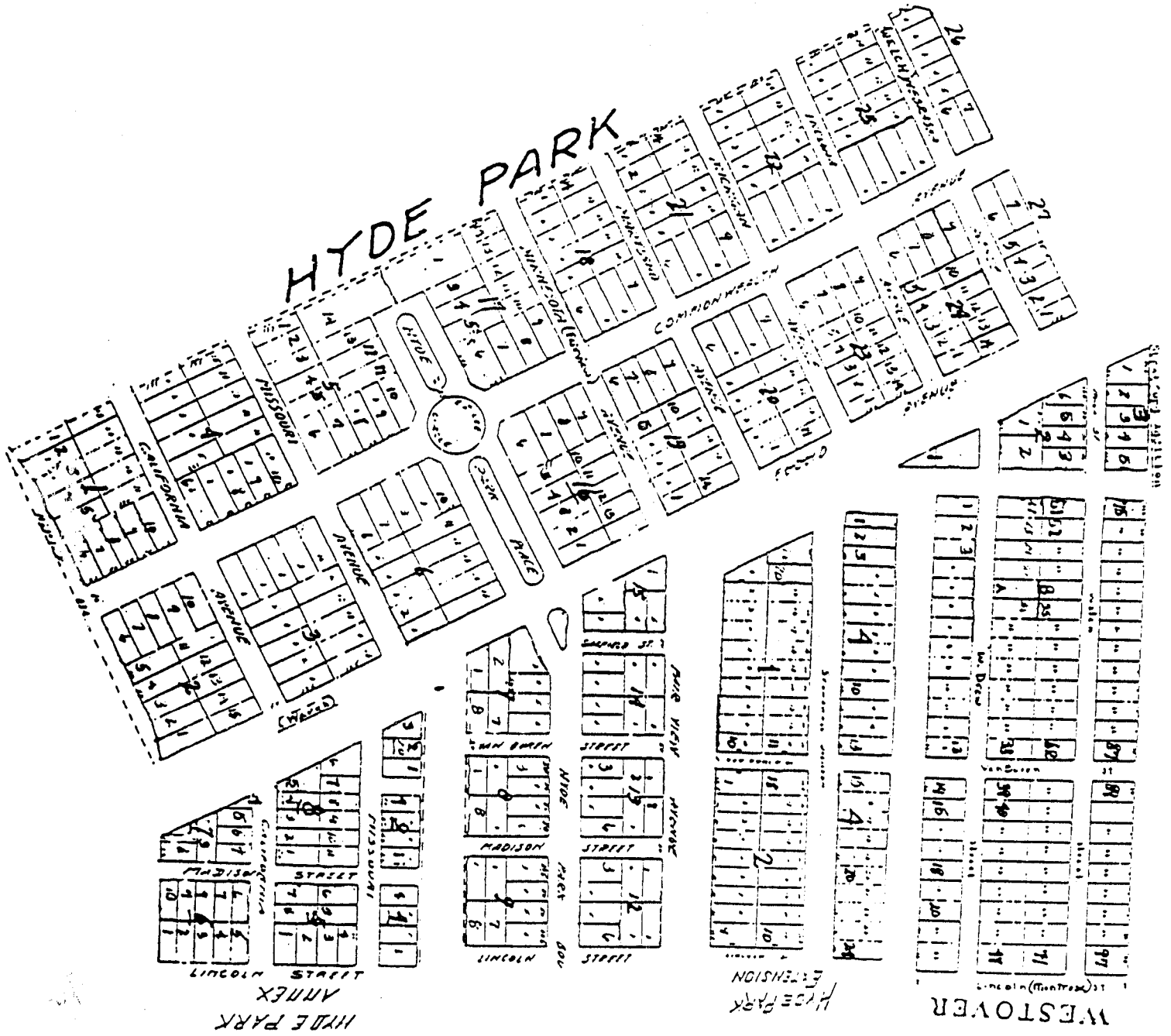


Exhibit "B"

I (we), the undersigned owner(s) of Record Title to real property described below, hereby exercise the option to either include or exclude said real property(ies) in accordance with the Declaration of Restrictions for Hyde Park, Hyde Park Annex, Hyde Park Extension, Stratford, and Westover, additions to the City of Houston, Harris County, Texas, as shown in Exhibit "A" and collectively known as the Hyde Park Civic Association.

Include

Exclude

Description of Real Property(ies):

Lot(s): _____

Block(s): _____

Real Property(ies) in the _____ Addition(s) to the City of Houston, Harris County, Texas, known as (address):

Owner's Signature

Owner's Signature

printed name

printed name

**THE STATE OF TEXAS
COUNTY OF HARRIS**

This Instrument was acknowledged before me on the _____ day of _____, 19____, by

Notary Public in and for the State of Texas.

My Commission expires: _____