

Deed Restrictions

Spring Branch Oaks and Saddle Spur Petition for the Revision of Restrictions for Spring Branch Oaks and Saddle Spur Subdivisions Pursuant to Chapter 204 of the Texas Property Code

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

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WHEREAS, by Warranty Deed for Spring Branch Oaks Subdivision, recorded in volume 2442 page 361 and volume 2412 page 711 of the Deed Records of Harris County, Texas, certain restrictions, covenants, reservations, and easements were created and established to apply to the use and occupancy of the following described property:

Spring Branch Oaks Sections 1, 2, 3, and 4, a subdivision in Harris County, Texas, according to maps thereof, recorded in volume 0037 page 022, volume 0037 page 049, volume 0038 page 016, and volume 0039 page 033 of the Map Records of Harris County, Texas; and

WHEREAS, by Declaration of Restrictions for Saddle Spur Subdivision, recorded in volume 2483 page 92 of the Deed Records of Harris County, Texas, certain restrictions, covenants, reservations, and easements were created and established to apply to the use and occupancy of the following described property:

Saddle Spur, a subdivision in Harris County, Texas, according to a map thereof recorded in volume 0039 page 065 of the Map Records of Harris County, Texas.

WHEREAS, the undersigned, being a majority of the owners of property situated in Spring Branch Oaks and Saddle Spur Subdivisions, desire to replace the previously described restrictive covenants in whole with revised restrictive covenants for properties situated in Spring Branch Oaks and Saddle Spur Subdivisions.

WHEREAS, the undersigned consenting property owners desire to create, establish, and carry out a uniform plan for the use, development, improvement, and sale of all property situated in the Spring Branch Oaks and Saddle Spur Subdivisions.

NOW, THEREFORE, the undersigned consenting majority Spring Branch Oaks and Saddle Spur Subdivisions' property owners do hereby declare, establish, and adopt the following reservations, restrictions, and covenants that shall be applicable to the use, occupancy, and conveyance of all property situated in the Spring Branch Oaks and Saddle Spur Subdivisions. Every contract, deed, or other written instrument hereafter executed and conveying any property situated in the Spring Branch Oaks and Saddle Spur Subdivisions shall be held to have been executed, delivered, and accepted subject to the following restrictions, regardless of whether or not said restrictions are set out in full or are incorporated by reference in said contract, deed, or other instrument. These Restrictions are covenants that run with the land and shall be binding upon all current and future owners of property in the Subdivisions for a term of ten (10) years from the date these Restrictive Covenants are recorded in the office of the County Clerk of Harris County, Texas, and shall automatically be extended for successive periods of ten years each. These Restrictions can be replaced or modified in whole or in part, at any time, provided a majority of Spring Branch Oaks and Saddle Spur property owners agreed to modify,

amend, or terminate any of said covenants, conditions, and restrictions. Any changes to this document must be signed by a majority of Spring Branch Oaks and Saddle Spur property owners and duly recorded in the office of the County Clerk of Harris County, Texas. If property owners or their heirs violate or attempt to violate any of the covenants, conditions, or restrictions herein, it shall be lawful for any property owner or the Property Owners' Association to prosecute such actions. Should any one or more of the covenants, conditions, or restrictions be held to be invalid or unenforceable, such holdings shall in no way affect the remainder of the covenants, conditions, and restrictions contained herein.

ARTICLE 1. DEFINITIONS

- A. "Assessment" shall mean dues each owner of property within the subdivisions is required to pay the Property Owners' Association on a regular basis to be used by the Association for the benefit of the subdivisions in accordance with the revised restrictions and the Constitution of the Association.
- B. "Building Set-Back Line" shall mean a line parallel to a front lot line or a side street line indicating an area where structures are prohibited.
- C. "Business" shall mean any occupation, employment, or activity engaged in for profit or nonprofit.
- D. "Commercial Property" shall mean lots in which business activities are allowed.
- E. "Dwelling" shall mean a structure designed for residential use that contains living facilities, including provisions for sleeping, eating, cooking, and sanitation.
- F. "Front Lot Line" shall mean the shortest boundary line of a lot that also abuts or is otherwise adjacent and contiguous to a street dedicated to public use.
- G. "Home Office" shall mean a place set aside in a residential dwelling containing office equipment in which clerical or professional activities are conducted for profit or nonprofit.
- H. "Interior Lot Line" shall mean any boundary line of a lot other than the front lot line.
- I. "Lot" shall mean a numbered plot of land with boundaries defined and recorded by Harris County Spring Branch Oaks and Saddle Spur Subdivisions map records.
- J. "Property Owner(s)" shall mean person(s) recorded in Harris County property title records as legal owner(s) of property located in Spring Branch Oaks or Saddle Spur Subdivisions of Harris County, Texas.
- K. "Property Owners' Association" shall mean a Texas nonprofit corporation with elected officers authorized to represent property owners in accordance with the Association's by-laws. Membership of the Association consists of all owners of property within Spring Branch Oaks and Saddle Spur Subdivisions.
- L. "Rear Lot Line" shall mean the rear boundary line of a lot.
- M. "Residential Lot" shall mean a lot on which only one single-family dwelling may be erected.
- N. "Restrictions" or "Restrictions Agreements" shall mean the Restrictive Covenants for Spring Branch Oaks and Saddle Spur Subdivisions.
- O. "Side Street Line" shall mean the boundary line of any lot that abuts or is otherwise adjacent and contiguous to a street other than the street abutting the lot's front lot line.
- P. "Subdivisions" shall mean the Spring Branch Oaks and Saddle Spur Subdivisions according to map records thereof recorded in volume 0037 page 022, volume 0037 page 049, volume 0038 page 016, volume 0039 page 033, and volume 0039 page 065 of the Map Records of Harris County, Texas, that limits a majority of the land covered by the maps to residential use only.

ARTICLE 2. COMMERCIAL RESTRICTIONS

Lots one through seven within Spring Branch Oaks Subdivision that front Campbell Road between Long Point Road and Willowview Lane are defined as commercial properties that can be used for commercial purposes. The commercial properties shall be used only for businesses that traditionally support a neighborhood. Commercial establishments shall maintain their properties in compliance with all City of Houston ordinances and other applicable laws. No sexually oriented business shall be allowed to operate within the subdivisions, nor shall any owner or tenant of commercial property within the subdivisions allow such use of properties. The Spring Branch Oaks Civic Association reserves the right to approve buildings and businesses that can be placed on commercial lots.

ARTICLE 3. RESIDENTIAL RESTRICTIONS

Subdivisions Property Owners shall be deemed to have covenanted and agreed to the following Residential Restrictions.

SECTION 1. USE OF LAND AND BUILDINGS. Lots situated in the subdivisions, except commercial lots, shall be known and considered to be "Residential Lots." Lots and dwellings subject to these Restrictions Agreements shall only be used for residential purposes. Multifamily uses of residential lots and dwellings are prohibited. Residential lots and dwellings shall not be used as duplex houses, apartments, boarding houses, or other multifamily units, including, but not limited to, rehabilitation centers, managed care centers, educational centers, half-way houses, or other residential use for profit. Except for home occupations and child care that do not employ workers who reside outside the household, residential lots shall not be used for business or commercial activity, whether such activity be for profit or nonprofit. Businesses such as hospitals, churches, schools, day care centers, rest homes, clinics, bars, restaurants, barber and beauty shops, repair shops, storage areas, wholesale and retail establishments, and professional offices such as insurance and real estate offices that provide services to the general public are prohibited. Storage in the view of the public of commercial products, vehicles, trailers, and other items connected to a business or commercial activity in any way is also prohibited.

SECTION 2. BUILDING TYPE, CONSTRUCTION, AND MATERIAL. Only one detached single-family residential dwelling with a garage and other out-buildings or accessory structures incidental to residential use shall be placed on a residential lot. Foundations of residential dwellings shall either be concrete slabs or exterior concrete beams with interior piers or beams. Exterior piers and footings are prohibited. Exterior walls of dwellings shall be all or any combination of brick, brick veneer, stone, stone veneer, cedar siding, vinyl siding, and painted metal siding consistent with and intended for residential use. Residential dwellings and garages shall not have corrugated metal roofs.

SECTION 3. LOCATION OF BUILDINGS AND STRUCTURES ON LOTS. No structure shall be located on any lot nearer to the front lot line or nearer to the side street line than the building set-back line as recorded and shown by Map Records of Harris County. No part of any building or structure shall be located within six feet of any interior lot line and six feet to the rear lot line except when the property interfaces with commercial or business properties.

SECTION 4. DWELLING AND LOT SIZE. The floor area of the main structure exclusive of open porches and garages shall not be less than 1200 square feet. All residential lots shall have a width of 75 feet or more at the front building set-back line.

SECTION 5. LANDSCAPE. All lawns, trees, and shrubs subject to public view are to be well groomed. Grass and weeds shall be cut and trees and bushes trimmed to prevent an unsightly appearance.

SECTION 6. ANNOYANCES AND NUISANCES. No noxious or offensive activity shall be carried on upon any subdivision property nor shall anything be done that may be or become an annoyance or nuisance to the neighborhood. No liquors, medications, or drugs capable of inducing intoxication, shall ever be

sold, or offered for sale, on any residential property in the subdivision. Subdivision property shall not be used for any purpose in violation of any state or federal law, or of any police, health, sanitary, building, or fire code regulation relating to or affecting the use, occupancy, or possession of any property.

SECTION 7. TEMPORARY STRUCTURES. No trailer, recreation vehicle, motor home, vehicle containing camping equipment, tent, shack, garage, carport, or other out-building erected on any lot at any time shall be used as a residence, nor shall any structure of a temporary character be used as a residence.

SECTION 8. DRIVEWAYS AND WALKS. Bridges over drainage ditches must be used for driveways and walks. Drainage culverts under driveways and walks shall have a drainage area large enough to prevent backwater and shall have a minimum of 1.77 square feet cross section area (18 inch diameter pipe). Driveways and walks shall be of a smooth, flat, hard surface such as concrete, asphalt, stabilized shell, stabilized gravel, or brick. Driveways shall not be more than 18 feet at its widest point. Circular driveways shall not be more than nine feet in the circular portion. Dirt driveways and walks are prohibited.

SECTION 9. DRAINAGE. Proper drainage shall not be interfered with. Ditches, culverts, and drainage easements shall be kept free of obstructions that impede the flow of water. Open ditches used for rain drainage shall be kept adequately mowed. Discharge of any fluid or dumping of soluble substances into drainage ditches is prohibited.

SECTION 10. PROHIBITED BUILDINGS AND STRUCTURES. Mobile homes, whether or not wheels are attached, garage apartments, barns, and stables are prohibited on any lot situated in the subdivisions. No garage, outbuilding, or other accessory structure permitted under the terms of these Restrictions Agreements shall be converted or used on any lot, at any time, as a separate residential dwelling.

SECTION 11. STORAGE OF GARBAGE AND REFUSE. No lot or easement shall be used or maintained as a dumping ground for garbage, trash, or rubbish. Trash, garbage, or other waste shall not be kept on any lot except in containers with sanitary covers or lids. All storage containers shall be kept out of sight from the street and in clean and sanitary conditions.

SECTION 12. OUTSIDE STORAGE. Open storage is prohibited. Materials such as tools, auto parts, paint, tires, wheels, windows, doors, building supplies, glass, cans, appliances, lawn equipment, and furniture shall not be stored in any openly viewed area on the property, nor can stored materials be covered with temporary coverings to hide them from view. Fill dirt, soil, sand, and other materials accumulated specifically for landscaping or leveling purposes must be properly and promptly utilized. Furniture specifically designed and intended for outdoor use is permitted but must be well maintained.

SECTION 13. FENCING. Fencing of property is not required. If a fence is erected on any property or property line, it must be attractive and kept in a good state of repair. Fences and walls must be of chain link, cedar, treated wood planking, wood lattice, finish masonry, brick, stone, or wrought iron. Fences made of scrap lumber, plywood, corrugated metal, and plastic are prohibited.

SECTION 14. ANIMAL HUSBANDRY. No animals other than dogs, cats, or normally recognized household pets shall be kept on any lot, and not more than the number stipulated by City ordinances shall be kept on the property. All animals must be effectively restrained. Fencing must be impenetrable and of a height and structure that precludes climbing by the animals. Wild animals, farm animals, and domesticated animals cross-bred to wild animals are prohibited. No animals may be kept for breeding purposes for profit. All animal areas must be kept sanitary, odor free, and have no loud and excessive noise.

SECTION 15. PARKING AND STORAGE OF VEHICLES. Vehicles shall not be parked or stored on easements, lawns, grassed, or dirt surfaces. Vehicles must be licensed to resident or immediate family

members except that a resident may keep upon the premises a vehicle provided for his or her use by an employer or which has been leased or rented. Visitor parking is allowed. No large truck, bus, trailer, boat, or mobile home, including vehicles which are not in common use for personal transportation or those used for other than transportation purposes, shall be parked or stored within the subdivision except within a garage or parked on a hardened surface behind the building set-back line. Parking, storage, or other display of commercial vehicles is prohibited. Inoperable vehicles shall not be stored on any residential lot, roadway, or easement.

SECTION 16. PROPERTY MAINTENANCE. Structures and fences shall be kept safe and attractive. Conditions such as broken doors and windows, damaged fences, hanging gutters, loose or damaged siding, rotting wood surfaces, cracked and peeling paint, and damaged roofs shall be repaired. Nonstandard house paint colors, such as purple, shall not be used.

SECTION 17. SANITATION. Unsanitary conditions such as animal feces, dead animals, scattered garbage, or other refuse must be alleviated immediately. Outside storage of hazardous solids, liquids, and gases is prohibited. If a property owner does not correct an unsanitary condition after being notified, the appropriate City department shall be contacted to correct the situation.

SECTION 18. TOILETS AND SEPTIC TANKS. No outdoor toilet, septic tank, cesspool, or other biological waste containment device shall be permitted on any lot.

SECTION 19. OIL, GAS, AND MINING OPERATIONS. No drilling for oil or gases, development operations, refining, gas recycling, quarrying, or mining operations of any kind shall be permitted on any lot.

SECTION 20. HOME OCCUPATIONS AND CHILD CARE. Home occupations that utilize home offices are permitted provided no outside workers are employed on the household premises and the activity does not become an annoyance, hazard, or nuisance to the Subdivisions. Child-care services within the home are permitted provided the number of children is less than city ordinance regulations which determine the number at which a city license is required to run a "day care center." Any such home occupations shall have no exterior signs, posters, or any other distinguishable appearance of being a business location. Signs of any size or shape are not permitted to advertise the home activity. Materials of any kind are not to be stored outside. Home offices shall not be open to the general public.

SECTION 21. RENTAL PROPERTIES. Tenants of rental properties are subject to all provisions of the deed restrictions. Property owners are responsible to insure that tenants comply with deed restrictions.

ARTICLE 4. PRE-EXISTING NONCONFORMING USES

Residential structures, out-buildings, accessory structures, and uses of buildings that do not comply with the terms of these Restrictions Agreements and were actually and lawfully in existence prior to the effective date of these Restrictions Agreements are considered to be nonconforming uses. A nonconforming use that has been in continuous existence as of the effective date of these Restrictions Agreements shall not be affected by these Restrictions Agreements. Should a nonconforming use be discontinued, such use shall be presumed to be abandoned and shall not thereafter be reestablished or resumed. Any nonconforming use that has been abandoned pursuant to the terms of this article and is thereafter resumed shall be considered a prohibited use in violation of these Restrictions Agreements. In the event that property with nonconforming uses is sold, nonconforming uses shall transfer to the new owner(s).

ARTICLE 5. PROPERTY OWNERS' ASSOCIATION

The name of the property owners' association shall be the Spring Branch Oaks Civic Association. Administration, voting procedures, and election of officers shall be governed by the constitution and bylaws of the Association.

SECTION 1. MEMBERSHIP. All Spring Branch Oaks and Saddle Spur property owners shall be members of the Spring Branch Oaks Civic Association. Ownership of property within the subdivisions shall be the sole qualification for Association membership.

SECTION 2. PURPOSE. The purpose of the Spring Branch Civic Association shall be to:

- maintain the residential character of the neighborhood,
- safeguard investments of property owners,
- foster a spirit of harmony and cooperation among community residents,
- encourage improvements in the appearance of homes and properties,
- promote recreation, health, safety, and welfare of Association members and families,
- improve, beautify, and maintain common areas and entrance signs,
- revise and enforce deed restrictions,
- employ architects, engineers, attorneys, or other consultants to advise committees,
- elect an "Executive Committee" composed of Association members to review activities occurring on subdivision properties and to meet with property owners and any necessary regulatory, law enforcement, or other agencies involving an annoyance or nuisance to the neighborhood,
- collect assessments, maintain records, and distribute funds,
- do all other things necessary for the maintenance and improvement of the subdivisions.

SECTION 3. VOTING. Ownership of Spring Branch Oaks or Saddle Spur Subdivision property entitles property owners to cast one vote per property.

SECTION 4. MEETINGS. All meetings of the Property Owners' Association, including meetings of committees or subcommittees, shall be open to all Spring Branch Oaks and Saddle Spur property owners. Notice of all meetings shall be provided at least five (5) days in advance of any such meeting. Committee members shall have the right to set reasonable rules regarding the manner and timing of participation of non-members in the matters under discussion. In all instances where the rights of any specific homeowner regarding the use of his or her property is to be considered, discussed, or adjudicated, the President of the Association or the Chairperson of the Deed Restrictions Committee shall provide notice and an opportunity to be heard to the person(s) affected.

SECTION 5. OPEN RECORDS. The President or a designate and a Chairperson or a designate shall be responsible for the generation of written minutes of all meetings. These records are to be recorded contemporaneously and all such records are to be maintained in an orderly fashion and kept in a safe place. All records of the Association shall be open for inspection by any member of the Association at a reasonable time and place.

SECTION 6. ASSESSMENTS. Each property within the subdivisions shall be subject to an annual assessment, currently set at \$20, for the purpose of creating a fund for the collection and distribution of dues assessed for the sole purpose of Association business, to be retained in a local bank for the Spring Branch Oaks Civic Association. The funds shall be accounted for by the Treasurer. A complete record of all collections and expenditures shall be kept and made available for inspection at a reasonable time and place after receipt of a written request. Payment of assessments shall be the obligation of property owners. The assessment shall be payable to the Spring Branch Oaks Civic Association annually in advance of the first day of March of each year. Annual assessment increases needed to offset inflation and provide needed additional services shall be determined by a majority vote of the Association membership. Notice of any meeting and vote to increase the annual assessment shall be made through the Association Newsletter or other means at least five (5) days prior to the meeting. This notice shall include the time, date, and place of the meeting. Voting by mail may be done prior to the meeting.

SECTION 7. RECOVERY OF FEES AND COSTS. If it is necessary to retain an attorney to assist in the enforcement of these restrictions, the Association will be entitled to recover attorney's fees and costs if successful.

SECTION 8. LIABILITY. The Association is not liable for any injury or property damage that may occur at a neighborhood function or areas the Association calls parks.

ARTICLE 6. DEED RESTRICTIONS COMMITTEE

SECTION 1. COMMITTEE MEMBERSHIP. The Chairperson of the Deed Restrictions Committee shall be nominated by members of the Property Owners' Association and confirmed by majority vote at a general membership meeting. Members of the committee shall consist of property owners representing each street within the subdivisions.

SECTION 2. DUTIES OF THE COMMITTEE. The committee will investigate allegations of noncompliance with deed restrictions. If the committee makes a determination of noncompliance, the committee shall provide informal notice to the property owner alleged to be out of compliance along with a request to correct the condition. If residents do not comply with the informal request, formal noncompliance letters will be submitted to the property owner. If Deed Restrictions Agreements violations continue after thirty (30) days from the date of the notice letter, the committee may recommend further action to the Executive Committee, including, but not limited to, the institution of formal legal proceedings or requests for arbitration or mediation. In all instances the committee shall endeavor to resolve noncompliance issues in the most amicable, fair, and least costly manner. The committee shall maintain written records of all reported violations as well as all pertinent written documents related to the violation. These records are to include, but are not limited to, letters to the property owner, minutes from meeting discussions regarding the noncompliance, letters from other property owners regarding the noncompliance, and any legal documents engendered by the noncompliance. All such documents and records shall be made available for inspection at a reasonable time and place to any property owner within forty-eight (48) hours after giving a written request for inspection.