

# **REVISED DEED RESTRICTIONS FOR POST OAK MANOR**

## **SUBDIVISION, SECTION 5**

The undersigned, all of whom constitute a majority of the present owners of lots in Post Oak Manor Subdivision, section 5 according to the map or plat thereof recorded under Harris County Clerk's File Number 1647657 (the "Subdivision"), have executed this document, and caused it to be recorded in the Official Public Records of Real Property of Harris County Texas, in order to amend the Deed Restrictions dated November 27, 1956, recorded in Volume 3257, Page 729 of the Deed Records of Harris County, Texas, as previously extended.

### **DEFINITIONS**

**Owner** shall mean the legal title holder of record of any portion of a Lot in the Section, including any owner who may have contracted to sell any property and any person or entity holding legal title as trustee (but excluding those having such interest merely as security for the performance of an obligation), and including the heirs, executors, personal representatives, administrators, devisees, and assigns of any Owner, and including all other persons, firms, or corporations acquiring or succeeding to the title of an Owner by sale, grant, will, foreclosure, execution, legal process, or operation of law. If title to a Lot is held in the name of more than one person or entity, the term "Owner" shall include all such persons. Wherever an action or decision is required pursuant to this Declaration to be taken by an Owner that consists of more than one person or entity, the action or decision must be the action or decision of all of such persons or entities acting unanimously in order to bind the Lot, but each Owner of an interest in a Lot who joins in this declaration shall bind that interest to same.

**Lot** shall mean each of the lots in the Section, as well as building sites resulting from re-subdivision or consolidation of any such Lot.

**Restrictions** shall mean those certain covenants, conditions, reservations, easements, and restrictions hereinafter set forth.

**New Construction** shall mean construction following the demolition and removal of all or substantially all of an existing dwelling. Notwithstanding the foregoing, construction undertaken by the existing Owner after a casualty loss shall not be deemed New Construction unless the construction also qualifies as a Major Renovation, or unless the Owner elects to be treated under the rules for New Construction.

**Major Renovation** shall mean construction that increases the original footprint of the main dwelling by 20% or more, or adds six (6) or more feet to the height of the main structure.

**Dwelling** shall mean the main structure constructed or built on a Lot which is occupied for living purposes by the Owner or by the tenant of the Owner.

**Side Lot Line** shall mean the boundary line of a Lot that is perpendicular or substantially perpendicular to the street from which the address of the Lot is derived.

**Effective Date** shall mean the date these amended Restrictions are filed in the public records of Harris County, Texas.

**Section** shall mean Section 5 of Post Oak Manor Subdivision as shown on the map or plat thereof in Volume 53, page 43 of the Map Records of Harris County, Texas.

## **RESTRICTIONS**

**Single-Family Use.** No building shall be erected, altered, placed, or permitted to remain on any Lot other than (i) one detached single-family dwelling, (ii) an attached or detached private garage, and/or (iii) any other outbuilding incidental to residential use of said Lot, provided that such outbuilding shall comply in all respects to the Restrictions herein set forth. "Single-family dwelling use" shall be understood to include and permit use of the premises for domestic partners, domestics, caregivers, and persons considered a part of the family by usage and custom but shall exclude any use as a boarding house, dormitory, or any other form of multifamily dwelling or any arrangement where rent or other monetary consideration is paid by any person for the use and/or occupancy of less than the whole of the Dwelling. .

### **Building Location.**

a. No dwelling shall be located nearer to the front line or nearer to the side lot line of any Lot than the building set-back lines shown on the recorded plat.

b. In any event, no building shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 10 feet to any side street line.

c. A detached one-story or two-story garage that is located 70 feet or more from the front Lot line may be located as near as 3 feet to the side Lot line. A detached one-story garage, or a detached two-story garage that contains no windows on the rear side on the second story, may be located as near to the rear Lot line as is consistent with the easements provided herein and in the recorded plat if the Side Lot Line is not on a street.

d. Except as provided in subsection c. above or in the remainder of this paragraph, no building shall be located nearer than 5 feet to any side Lot line of any Lot. Except as provided in subsection c. above, the following rule shall apply to New Construction or a Major Renovation: no new two-story building or new two-story wing of a building shall be located nearer than 7 feet to any side Lot line of any Lot, or nearer than 20 feet to any rear Lot line of any Lot.

e. Mechanical equipment is permitted within the side and rear setbacks. Roof overhangs, extensions or carports shall not exceed more than two feet over building setback lines.

**Lot Size.** No structure shall be erected, placed, or permitted on any Lot if the Lot has an area and width less than the full-size Lots as shown on the recorded plat of the Subdivision. No Lot may be subdivided except to divide it among two or more other Lots, such that each of the resulting Lots continues to face the street and is at least as large as the smallest of the original Lots before subdividing. For example, three (3) Lots of the original minimum platted size may be re-subdivided into two (2) larger Lots, but not vice versa.

**Building Materials.** No dwelling shall contain less than 51% brick, brick veneer, stone masonry, or stone veneer on the outside walls (excluding gables, doors and windows), nor shall asbestos siding be used or permitted on any building on a Lot. All new or replacement roofs shall be constructed from fire retardant or fire proof roofing material with a rated life of twenty (20) years or greater. No wood shingle roofs shall be used on any buildings. White marble gravel roofs are permitted but pea gravel roofs are not, and all gravel roofs shall be limited to roofs whose pitch is less than 3 in 12 (also known as 25% pitch).

**Operations and Nuisances.** No business, personal, commercial, or professional activity on any Lot or in any building thereon shall be permitted which disturbs the exclusively residential character and tranquility of the Section. No business, personal, commercial, or professional activity shall be carried on upon any Lot which may be or become an annoyance or nuisance to the neighborhood by being seen, heard, or smelled by persons outside the Lot. Evidence of such prohibited activity shall include, without limitation: noise, visible storage of commercial, trade, or professional supplies or equipment, increased pedestrian or vehicle traffic, increased parking of vehicles on the street, increased deliveries, erection of commercial signs or advertising, emissions of dust, smoke, gases, chemicals, odors, lights, or obtrusive radio signals, or discharges of non-household wastes into the sewage system. The foregoing restrictions shall not be construed to prohibit any resident from keeping business or professional records or accounts, from telecommuting, from engaging in

business or professional telephone calls, correspondence, or computer communications, or from conducting such other activities for hire as are reasonably private and customary in a residential setting (including without limitation such activities as giving individual music lessons, tutoring academic subjects to full time students in accredited institutions, doing or teaching arts and crafts on an individual basis), all of which uses are expressly declared customarily incidental to the principal residential use, whether occurring full-time or part-time.

**Easements.** All easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat of the Section. There is also dedicated an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown on the recorded plat of the Subdivision.

**Minimum Size.** For New Construction, the ground floor area of a main structure, exclusive of open porches and attached or detached garages, shall be not less than 2000 square feet for a one-story dwelling, nor less than 1600 square feet for a dwelling of more than one story. (For the purpose of this paragraph, 50% of up to 60 square feet of the area of a screened porch may be included in the ground floor area of the main structure).

**Maximum Size.** For New Construction or Major Renovation, no structure shall exceed two (2) stories in height. For New Construction or Major Renovation, the ground floor area of a main structure, exclusive of open porches shall not be more than 40% of the size of the entire Lot. (For the purpose of this paragraph, 50% of the area of a screened porch and 100% of the area of an attached garage must be included in the ground floor area of the main structure.)

**Garages.** The materials and design of any garage shall be in harmony with the main dwelling. For New Construction, all homes must include a private garage for storing two (2) or three (3) cars, and no garage shall exceed 800 square feet.

**Signs.** No sign of any kind shall be displayed to the public view on any Lot except (i) one sign of not more than five square feet advertising the property for sale or rent, (ii) signs used by a builder to advertise property during the construction and sales period, (iii) temporary signs, such as political signs, not to exceed six (6) square feet, to be set up no more than ninety (90) days in advance of a particular political event (if applicable) and to be removed within seven (7) days after the conclusion of the event, (iv) small warning or notice signs such as home address signs, "No Soliciting," "Beware of Dog," security signs, etc., or (v) small temporary signs advertising construction or repair work in progress. Other than the foregoing, no signs shall advertise any type of commercial activity taking place on or off the Lot.

**Oil & Gas Operations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring or drilling for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

**Trash Storage.** No Lot shall be used or maintained as a dumping ground for rubbish refuse, rubbish, or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

**Temporary Buildings.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected, stored or placed on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, or office, temporary or permanent.

**Water Systems.** No individual water supply system shall be permitted on any Lot, nor shall individual sewage disposal systems be permitted thereon.

**Fences, Walls, and Hedges.** Fences, walls, hedges, and shrub planting on corner properties shall conform to City of Houston ordinances regarding sight lines and traffic safety. No fence, wall, or other perimeter barrier of similar nature located within five (5) feet of either a Lot line or the front building setback line shall exceed eight (8) feet in height, except in the case of a Lot line adjoining a Lot or area outside the Section that contains a two-story structure.

**Compliance with Ordinances.** Each resident or Owner shall comply strictly with each and all legal, sanitary, health, and police laws, ordinances, or regulations as same now or may hereafter exist.

**Trailers and Other Vehicles.** No trailer, camper, boat, boat trailer, bus, truck larger than a pickup, recreational vehicle, detached camper top, or trailer truck shall be stored permanently on a Lot in front of the building front set back line. "Permanently" in this context shall mean no more than a total of thirty (30) days (consecutive or non-consecutive) during any six-month period.

**Grandfather Rights.** Notwithstanding the provisions of this Declaration, no permanent improvement that is in place on the Effective Date, including any fence or outbuilding, that violates building setback lines, must be modified to comply with these Restrictions unless and until it constitutes New Construction.

### **GENERAL PROVISIONS:**

**Amendments.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until ten years after the Effective Date, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the Owners of at least 60% of the Lots has been recorded in the Official Public Records of Real Property of Harris County, Texas amending such covenants in whole or in part.

**Enforcement.** If the parties hereto or any of them or their successors or any future owner or owners of the Lots in this Section shall violate any of the covenants herein, it shall be lawful for any other person owning any of said Lots in said Section to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant and either prevent him or them so doing or to recover damages or other relief for such violation.

**Remedies Cumulative.** The foregoing remedies are cumulative of any in addition to all other remedies and relief allowed by law and/or in equity to any and all residents and/or Lot Owners in such Section who are or may be injured, damaged, or inconvenienced by the violation by any other resident or Lot Owner or Owners of these provisions, as same now exist or may hereafter exist.

**Severance Clause.** Invalidation of any one or more of these covenants by judgment or other court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

This amendment is to those certain Deed Restrictions dated November 27, 1956, recorded in Volume 3257, page 729 of the Deed Records of Harris County, Texas, as previously extended. Should there be any conflict between this amendment and such prior restrictions, this amendment shall control. Otherwise, such prior restrictions shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties to this instrument, who constitute a majority of the present Owners of the Lots of said Section, do hereby amend said restrictions of November 27, 1956 referred to above in the above categories to be effective as herein provided. The consent of the Owners to this amendment of restrictions is evidenced by their execution of signature pages which are attached hereto.