

**2022 DEED RESTRICTIONS**

**FOR MONTCLAIR ADDITION**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

WHEREAS T. B. HUBBARD CONSTRUCTION CO., INC. executed those certain Restrictions for Montclair Addition filed for record under Harris County Clerk’s File No. 443805 and recorded under Volume 1631, Page 88 of the Deed Records of Harris County, Texas (the "Original Restrictions") which imposed certain covenants, conditions and restrictions on the property in Montclair Addition (the "Subdivision") a subdivision in Harris County, Texas as shown on the map or plat thereof filed for record on March 6, 1947, under Harris County Clerk’s File No. 405551 (the "Original Plat"); and recorded in Volume 1397, Page 221 of the Deed Records of Harris County, Texas;

WHEREAS a majority of the owners of the lots in the Subdivision executed those certain Restrictions for Montclair Addition filed for record under Harris County Clerk’s File No. N158885 and recorded on pages 035-17-0661 through 035-17-0760 of the Deed Records of Harris County, Texas (the "1991 Restrictions") which imposed certain covenants, conditions and restrictions on the property in Subdivision, Texas as shown on the map or plat thereof filed for record on May 31, 1991, under Harris County Clerk’s File No. 405551 (the "Original Plat"); and recorded in Volume 1397, Page 221 of the Deed Records of Harris County, Texas;

WHEREAS, the 1991 Restrictions provide, in paragraph XVI thereof, that they may be amended by vote of the majority of the owners of lots in the restricted portion of the Subdivision which are affected by such restrictions;

WHEREAS, a supermajority of the owners of the lots in the Subdivision which are affected by the 1991 Restrictions revoked and replaced the 1991 Restrictions in 2013, as filed for record on February 8, 2013 and recorded on pages 085-80-1342 through 085-80-1431 of the Deed Records of Harris County, Texas (“2013 Restrictions”); and

WHEREAS, a majority of the owners of the lots in the Subdivision which are affected by the 2013 Restrictions desire to revoke and replace the 2013 Restrictions as set forth herein.

NOW, THEREFORE, the undersigned parties to these 2022 Deed Restrictions for Montclair Addition ("2022 Restrictions") declare and agree that the 2013 Restrictions are hereby terminated and replaced in their entirety to read as follows:

1. All property and/or lots in the Subdivision, shall be designated residential lots and shall be used for SINGLE-FAMILY residential purposes only, except as otherwise established herein. Lots forty (40) through thirty-one (31) of Block eight (8) and Lots one (1) through nine (9) in Block eleven (11), as shown in the Original Plat, may be used for MULTI-FAMILY residential purposes or SINGLE-FAMILY residential purposes. Under no circumstance shall any property

or lot in the Subdivision or any structure, whether permanent or temporary, erected on any property or lot in the Subdivision be used for MULTI-FAMILY purposes, including but not limited to use as a MULTI-FAMILY residence. No MULTI-FAMILY dwelling, building or structure shall be constructed on any property or lot in the Subdivision, except as otherwise established herein. Apartments, apartment complexes, condominiums, duplexes, triplexes, high-rise condominiums or any building or dwelling constituting a MULTI-FAMILY residence shall not be erected and/or constructed on any property or lot in the Subdivision.

The following described lots, as same are shown on the Original Plat, together with all other lots in the Subdivision heretofore restricted to such use, shall continue to only be used for SINGLE-FAMILY dwellings, in use and in structure:

- lot one (1) through sixteen (16), inclusive, in Block Two (2);
- lot one (1) through thirty-two (32), inclusive, in Block Three (3);
- all lots in Block Six (6);
- all lots in Block Seven (7), and
- lots one (1) through seventeen (17), inclusive, in Block Eight (8).

The foregoing shall mean that the following lots on Childress Street shall heretofore be classified as SINGLE-FAMILY in use and in structure. These lots either: (i) have been historically SINGLE-FAMILY in use and structure, or (ii) are currently vacant lots as of the enactment of these 2013 Deed Restrictions:

- lot two (2) in Block Two (2);
- lots six (6) through sixteen (16), inclusive, in Block Two (2);
- lot one (1) in Block Three (3);
- lots six (6) through fifteen (15), inclusive, in Block Three (3);

2. The following lots on Childress Street whose historical use and structure has been and currently is characterized as MULTI-FAMILY shall heretofore be classified as SINGLE-FAMILY in use and in structure; HOWEVER, these lots may continue to be MULTI-FAMILY in use and in structure until such time that the MULTI-FAMILY structures on the following lots are torn down, demolished or destroyed by natural or unnatural causes:

- lot (1) of Block Two (2);
- lot five (5) of Block Two (2); and
- lots two (2) through five (5) of Block Three (3).

If the MULTI-FAMILY structures on the aforementioned lots are torn down, demolished or destroyed by natural or unnatural causes, the MULTI-FAMILY exception described above shall automatically extinguish and all such lots and structures constructed and/or erected thereon shall immediately comply with all Paragraphs of these 2022 Restrictions, including Paragraph 1. There shall be no new construction of MULTI-FAMILY structures on any property or lot in the subdivision. No current MULTI-FAMILY structures on any lots in the Subdivision may be expanded and/or modified in any way to accommodate additional residents. Regardless of the

permitted MULTI-FAMILY use of the lots identified in this Paragraph 2, all property and/or lots in the Subdivision shall remain residential lots and shall be used for residential purposes only.

3. No structure placed on any property or lot in the Subdivision shall exceed two (2) stories in height, excluding Lots one (1) through nine (9) of Block eleven (11), as shown on the Original Plat, which shall not exceed three (3) stories. A private garage shall not exceed the height of the residence in stories and in over-all height and may contain living quarters for bona fide family, guests or employees for residential use as described in paragraph 12 herein. No residential building shall be located nearer to the front lot line or nearer to the side street line than the greater of (i) ten (10) 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.

4. No lot in the Subdivision shall have less than five thousand five hundred (5,500) square feet in area, or have a front width of less than fifty-five (55) 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.

5. 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.

6. 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.

7. 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 OR to whatever width conforms 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 adjacent to Wesleyan Street as they currently exist.

8. One (1) story dwellings on all residential lots shall have a minimum ground floor area of not less than one thousand two hundred fifty (1,250) square feet of livable area, exclusive of screened porches, stoops, open terraces, garages or outbuildings, except that in blocks one (1) and two (2) of the Subdivision as shown on the Original Plat, one hundred twenty (120) square feet of screened porches may be included in computing the net livable area. 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 outbuildings.

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

10. No Commercial Trade or Activity (as defined below) shall be conducted on any lot or property by residents or property owners except to the extent that such commercial trade or activity is incidental to residential use. No noxious, offensive or commercial trade or activity shall be carried on upon any lot in the Subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. Commercial Trade or Activity shall include, but not limited to:

- (1) regularly, continuously, intentionally and/or prospectively receiving, servicing and/or hosting clients, customers or patients;
- (2) employing any nonresident to work on the property or lot for any reason other than for residential purposes or for the maintenance or improvement of the property or lot;
- (3) conducting any business that generates, causes or may generate or cause disruptive vehicular and/or pedestrian traffic, excessive parking that may disrupt the flow of traffic, or other unreasonable vehicular or pedestrian obstruction that is not incidental to residential use; or
- (4) stockpiling, storing or distributing goods or materials on any lot or property not incidental to residential use.

11. No property in the Subdivision shall ever be used for any purpose which is illegal. All residents will abide by all laws, state and federal, as well as all city ordinances and codes of the City of Houston that are applicable to the real property or structures in the Subdivision.

12. Owners of lots in the Subdivision restricted to SINGLE-FAMILY dwellings 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 employees of such owner employed in connection with the primary residence or primary residents 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.

13. 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 or building site or the building located thereon, or any portion thereof, for political elections, garage sales, and civic association purposes.

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

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

16. No horses, chickens, ducks, swine, lions, tigers, bears, alligators, lynx, ocelots, cheetahs, wolves, coyotes, or any other farm or exotic animals may be located, stored, maintained, and/or domiciled on any lot in the Subdivision. The only animals that may be stored, maintained, and/or domiciled on any lot in the Subdivision are dogs, cats, parrots, fish, turtles, and/or animals generally accepted as household pets.

17. 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 for ten years after the filing date of this document, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. This document shall not apply to the following described property as shown on the Original Plat:

1. Areas marked "A", "B", "C" and "D" indicated on the Original Plat as "reserved for business purposes";
2. All of Blocks One (1), Four (4), Five (5), Nine (9), Ten (10), Twelve (12)

and Thirteen (13).

This document shall apply to the following described property as shown on the Original Plat:

1. Lots one (1) through sixteen (16), inclusive of Block Two (2);
2. Lots one (1) through thirty-two (32), inclusive of Block Three (3);
3. All of Block Six (6); All of Block Seven (7);
4. Lots one (1) through seventeen (17), inclusive of Block Eight (8); and lots thirty-one (31) through forty (40), inclusive of Block Eight (8); and
5. Lots one (1) through nine (9) inclusive of Block Eleven (11).

23. Aside from the MULTI-FAMILY exceptions contained herein, all SINGLE-FAMILY lots and properties, including MULTI-FAMILY lots that have been converted into SINGLE-FAMILY lots, and any structure, whether permanent or temporary, erected on such property or lot in the Subdivision, under no circumstances shall be used for MULTI-FAMILY purposes, including but not limited to use as a MULTI-FAMILY residence. No new MULTI-FAMILY dwelling, building or structure shall be constructed on any property or lot in the Subdivision, except as otherwise established herein.

24. Any and all construction and/or development taking place on any lots or common areas within the Subdivision shall comply with the rules and restrictions contained herein.

(1) All lot owners shall ensure that they and/or their contractor, subcontractor, and/or vendor shall restrict access to any and all construction or development taking place on their lot, either with the fencing already existing on the lot or with the use of green cyclone type fencing or like fencing to ensure the safety of the public. If a new building is being constructed or erected on the applicable lot and access to such new building is not restricted by any fencing pre-existing on the applicable lot, the lot owner shall ensure the applicable lot is enclosed by green cyclone-type fencing or like fencing with a height of at least 6 feet. During such construction or development of a new building, the lot owner shall ensure any trees located on the lot on which construction or development is taking place are wrapped with cyclone-type fencing or like fencing. The owner of any lot on which construction or development takes place shall provide adequate restrooms for the individuals performing such construction or development. If there is no building on the lot with a restroom, which such individuals are permitted to use, the lot owner shall ensure a portable toilet is provided during the construction and/or development and shall be located within the fencing required herein.

(2) Any and all construction or development taking place in the Subdivision may only occur between 7:00 a.m. to 8:00 p.m., Monday through Friday; 8:00 a.m. to 8:00 p.m. Saturday; or 12:00 p.m. to 8:00 p.m. Sunday. No construction or development work may take place in the Subdivision on New Year's Day, Eid al-Fitr, Day of Arafat, Dawali, Yom Kippur, Rosh Hashanah, Thanksgiving Day, or Christmas Day.

(3) The lot owner shall ensure an adequate number and size of trash receptacles shall be maintained on any lot on which construction or development is being performed to ensure the lot on which construction is taking place; lots adjacent to the lot on which construction is taking place; and the roads, sidewalks, and common areas of the Subdivision remain clear of trash, construction materials, or debris. All lot owners shall ensure they, their contractors, and/or their subcontractors take adequate and reasonable steps to prevent trash, construction materials, and/or debris from accumulating in the streets and/or common areas within the Subdivision, including but not limited to utilizing sediment filter socks to avoid accumulation of sediment in any drainage systems in the Subdivision. The lot owner shall be responsible for clearing any and all trash, construction materials, and/or debris resulting from any and all construction and/or development taking place on said owner's lot that accumulates in any roads within the Subdivision and/or lots adjacent to the lot on which construction or development is taking place.

(4) Should any construction and/or development take place on a lot within the Subdivision on the North side of Childress Street and/or the North side of Westerman Street that backs up to Westpark Drive and/or the utility easement adjacent to Westpark Drive, the owner of such lot shall ensure that a fence of no less than eight feet is maintained on all property lines of their lot that back up to Westpark Drive and/or the utility easement adjacent to Westpark Drive. Such fence may be removed for the purpose of conducting any construction and/or development on the applicable lot; however, the lot owner shall ensure the fence backing up to Westpark Drive and/or the utility easement adjacent to Westpark Drive is replaced at the end of each day.

(5) The owner of any lot upon which construction or development is taking place shall instruct its contractors and/or subcontractors to have their employees, staff, subcontractors, contractors, and/or vendors park on only one side of the street to facilitate traffic flow and not block trash bins.

(6) At the end of each work day the owner of any lot on which construction or development is taking place shall ensure: 1) all equipment, materials, and/or consumables are stored on the applicable lot within the fencing required herein; 2) the fencing required herein is closed and locked; and 3) the sidewalk and street in front of the applicable lot is cleared of all trash, consumables, debris, and/or materials arising out of or associated with the construction or development taking place on the lot.

25. These 2022 Restrictions for Montclair Addition are executed to be effective as of December 07, 2022 by and among the parties whose names appear on the following pages. It is agreed that multiple counterparts of these 2022 Restrictions may be executed and the signature pages of each attached to one or more counterparts hereof to form one original of these 2022 Restrictions.