

**WOODSHIRE CIVIC CLUB
DEED RESTRICTIONS FOR
SUBDIVISION and FIRST ADDITIONS**

TABLE OF CONTENTS

SECTION	PAGE #
Section 1	3
Section 2	4
Section 3	5
Section 4	6
Common to Sections 2,3	7
Common to Sections 1, 2, 3	7
Common to Sections 1, 2, 3 and 4	8
First Addition to Woodshire Deed Restrictions Covenants	10

WOODSHIRE CIVIC CLUB

RESTRICTIONS FOR SUBDIVISION

SECTION 1

(Common to Section 1)

- A. All lots in the addition, except Lot 11 in Block 1 according to the plat bearing File No. 1381027, shall be known and described as and shall be used only for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and other out-buildings incidental to residential use of the plot.
- B. No building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the addition, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Lewis O. Tyra, W. M. Schmuch and Dan McCrary, or by a representative designated by a majority of the members of said committee the remaining member or members, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty days after said plan and specifications have been submitted to or, in any event, if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the member of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1979. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the record owners of a majority of the lots in this addition and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C., D., E., and F.: See Common to Sections 1, 2, 3, and 4.

- A. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than eleven hundred seventy-five (1175) square feet for a one story dwelling, and not less than nine hundred (900) square feet for a dwelling of more than one story, and the second floor area of any dwelling having more than one story shall be not less than seven hundred (700) square feet. A single family dwelling may be erected on part of one lot and part of another lot provided all the provisions of these covenants are met.

H., 1., J., K., L., M., N., O., P., and Q: See Common to Sections 1, 2, 3 and 4 only.

SECTION 2

- A. See Common to Sections 2 and 3 only.
- B. No building shall be erected, placed, or altered on any building plot in this addition until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the addition, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Lewis O. Tyra, Jean M. Worsham and Dan McCrary, or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it or, in any event, in no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation of services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1979. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this addition and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

C., D., E., F: See Common to Section 1, 2, 3 and 4.

- G. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than fourteen hundred fifty (1450) square feet for a one story dwelling, and not less than nine hundred (900) square feet for a dwelling of more than one story, and the second floor area of any dwelling having more than one story shall be not less than seven hundred (700) square feet. A single family dwelling may be erected on part of one lot and part of another lot provided all other provisions of these covenants are met.

H., I., J., K., L., M., N., O., P., and Q: See Common to Sections 1, 2, 3 and 4 only.

SECTION 3

- A. See Common to Sections 2 and 3 only.
- B. No building shall be erected, placed, or altered on any building plot in this addition until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the addition, and as to

location of the building with respect to topography and finished ground elevation, by a committee composed of Lewis O. Tyra, Jean M. Worsham and Dan McCrary, or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it or, in any event, in no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation of services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1979. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this addition and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

C., D., E., F: See Common to Section 1, 2, 3 and 4.

- G. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than sixteen hundred fifty (1650) square feet for a one story dwelling, and not less than nine hundred (900) square feet for a dwelling of more than one story, and the second floor area of any dwelling having more than one story shall be not less than seven hundred (700) square feet. A single family dwelling may be erected on part of one lot and part of another lot provided all other provisions of these covenants are met.

H., I., J., K., L., M., N., O., P., and Q: See Common to Sections 1, 2, 3 and 4 only.

SECTION 4

- A.** All lots in the addition, except Lots Three (3), Four (4), Five (5) and Six (6) in Block Thirteen (13) shall be known and described as and shall be used only for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and other out-buildings incidental to residential use of the plot.
- B.** No building shall be erected, placed, or altered on any building plot in this addition until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the addition, and as to location of the building with respect to topography

and finished ground elevation, by a committee composed of Lewis O. Tyra, Jean M. Worsham and Dan McCrary, or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it or, in any event, in no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation of services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1979. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this addition and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

C., D., E., F: See Common to Section 1, 2, 3 and 4.

- G. As to Lots Thirty-Two (32) through Thirty-Nine (39) inclusive, in Block Two (2) the ground floor area of the main structure exclusive of none story open porches and garages, shall be not less than sixteen hundred fifty (1650) square feet for a one story dwelling and not less than nine hundred (900) square feet for a dwelling of more than one story shall be not less than seven hundred (700) square feet. As to all Lots in Blocks Eleven (11), Twelve (12), Fourteen (14), Fifteen (15) and Sixteen (16), the ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than two thousand (2000) square feet for a one story dwelling, and not less than twelve hundred and fifty (1250) square feet for a dwelling of more than one story, and the second floor area of any dwelling having more than one story shall be not less than one thousand (1000) square feet. A single family dwelling may be erected on part of one lot and part of another lot provided all other provision of these covenants are met.

H., I., J., K., L., M., N., O., P., and Q: See Common to Sections 1, 2, 3 and 4 only.

COMMON TO SECTIONS 2, 3 ONLY

- A. All lots in the addition shall be known and described as and shall be used only for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the plot.

COMMON TO SECTIONS 1, 2, 3 and 4

The following covenants shall inure to the benefit of and be binding upon any and all owner or owners of all real estate described herein:

- A. See Common to Section 2 and 3 only.
- B. See Common to Section 2 only.
- C. No building nor fences shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. In any event no building shall be placed on any residential building plot nearer than twenty-five (25) feet to the front line or nearer than ten (10) feet from any side street line. No building except a detached garage or other out-building located seventy (70) feet or more from the front lot line shall be located nearer than five (5) feet to any side lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet from the rear lot line. At least fifty-one per cent (51%) of the exterior walls of all buildings, except detached garages, shall be constructed of solid masonry or of masonry veneer on frame.
- D. No residential structure shall be erected or placed on any building plot which plot has an area of less than six thousand (6000) square feet or which has a width of less than 58.95 feet at the front building set-back line.
- E. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- F. No trailer, basement, tent, shack, garage, barn or other out-building 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. The erection and use of outside toilets is strictly prohibited.
- G. See Common to Section 2 only.
- H. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- I. 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 for oil or natural gas shall be erected, maintained or permitted upon any lot.
- J. 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 purpose.

- K.** No lot shall be used or maintained as a dumping ground for rubbish. 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.

COMMON TO SECTIONS 1, 2, 3, and 4 ONLY

- L.** No individual or private water supply system shall be permitted on any lot and no individual or private sewerage disposal system shall be permitted thereon.
- M.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner residential lot within the triangle area formed by the street property lines, or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway, and no tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sign lines.
- N.** Easements affecting all lots in the addition are reserved as shown on the plat for utility installations and maintenance.
- O.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time the said covenant shall be automatically extended or successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.
- P.** If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning real estate situated in said development or addition to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.
- Q.** Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Harris County Deed Records

Section 1 Volume 2945 pp. 284-286;
 Volume 2544 pp. 715-716

Section 2 Volume 3038 pp. 318-320
 Volume 3228 pp. 728

Section 3 Volume 3295 pp. 78-80

Section 4 Volume 3474 pp. 611-613

First Additions ALL SECTIONS May 5, 1981

Volume G961180 pp. 184-1108 - 184-83-1111

WOODSHIRE CIVIC CLUB DEED RESTRICTIONS

FIRST ADDITIONS TO WOODSHIRE
DEED RESTRICTIONS COVENANTS

184-83-1108

THE STATE OF TEXAS
COUNTY OF HARRIS I

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Woodshire Subdivision real property owners acting through their agent and Attorney-in-Fact the Woodshire Civic Club, a duly formed and organized nonprofit organization, dedicated to the preservation, protection and enhancement of Woodshire Subdivision, a subdivision situated in Houston, Harris County, Texas, do make, publish and declare these official additions to their Deed Restriction Covenants as promulgated hereunder:

WHEREAS, the officers of Woodshire Civic Club acting in their official capacity, and as representatives of the Woodshire Subdivision real property owners, with duties and powers to carry out the desires, wishes and intentions of Woodshire Subdivision real property owners, did so act in their official capacity in presenting to the Woodshire Subdivision real property owners a written proposal that the deed restrictions be enhanced by additions thereto:

WHEREAS, the original design, scheme and intention of the developer of Woodshire Subdivision as a residential community only, these additions enhance and strengthen the other deed restrictions now in force in Woodshire Subdivision. Now therefore, these additions are in no manner contrary to the original design, scheme and plan for Woodshire Subdivision. These additions are predicated upon the Deed Restriction Covenants as promulgated in the Deed Restrictions of Woodshire Subdivision:

WHEREAS, common to sections 1, 2, 3 & 4, the majority of the real property owners may by written instrument vote to change, alter or add to the existing Deed Restriction Covenants of Woodshire Subdivision:

WHEREAS, a Deed Restriction Committee was formed by Woodshire Civic Club, as promulgated in the bylaws of the organization, to assist in maintaining and enforcing Woodshire Deed Restriction Covenants:

NOW THEREFORE, a majority of the three hundred and twelve (312) real property owners in Woodshire Subdivision, composed of sections 1, 2, 3 & 4 did by written instruments or ballots vote to make the following additions to Woodshire Deed Restriction Covenants, to wit:

- 1) Property owners (or their agent) who sell or lease out their house in Woodshire Subdivision must provide the new owner or tenant with an up-to-date copy of the Woodshire Deed Restriction Code at the time the contact of sale or lease is signed, or before. (Note: Area Realtors are being informed of this and will be provided with information on deed restrictions).

2) Non-resident property owners who lease out their homes in Woodshire Subdivision must provide the Woodshire Civic Club with their correct and current mailing address.

3) A drawing of proposed exterior changes and additions should be submitted to the Civic Club Officers for review. These will be returned with recommendations within 30 days of receipt. Changes and additions must conform to the City of Houston Building Code and the Woodshire Subdivision Deed Restriction Code. The home owner or his contractor shall be responsible for securing city building permits and arranging for city inspection where indicated (for example, electric wiring). The finished appearance shall be appropriate to this residential neighborhood.

4) Fences, ornaments and exterior accessories (for example, planter boxes, decorative wrought iron, free-standing light posts and mail boxes, etc.) shall be kept in good repair or removed completely within 60 days of receiving notification from the Civic Club.

5) Trailers, campers, motor homes, boats and other recreational or utility vehicles and equipment must be stored in a closed garage or off the premises.

6) Garage sales and yard sales will be discontinued completely. There will be no advertising signs placed on the Stella Link Road esplanade or elsewhere to attract unwanted traffic into the subdivision.

NOW, THEREFORE, for and in consideration of the will of the majority of the real property owners in Woodshire Subdivision, the additions to the Deed Restrictions are binding on all real property owners in Woodshire Subdivision.

INSOFAR AS, should any one or all of the herein above Deed Restriction Additions be rescinded or repudiated by a Court of Law or Court of Equity, notwithstanding, such repudiation or rescission of any or all additions herein, such action shall not obliterate, null or void the Deed Restrictions heretofore filed of record for Woodshire Subdivision, and according to the survey filed of record in the County Clerk's Office in the Deed Records of Harris County, Texas. Said survey was filed August 31, 1954. The original survey consisted of section 1 and in 1955, section 2 & 3 were recorded and then section 4, which is the final section that was composed of the Woodshire Subdivision, was recorded in the Deed Records of Harris County, Texas:

WHEREAS, the majority of the real property owners of Woodshire Subdivision voted in favor of the herein additions, the Deed Restriction Code of Woodshire Subdivision state that the majority of the residents of the subdivision may make changes and additions to the Deed Restrictions, to run in conjunction with all other Deed Restrictions for Woodshire Subdivision: therefore, it is agreed by the majority of the real property owners in Woodshire Subdivision to have these additions recorded of record in the County Clerk's Office of Harris County, Texas.

Executed and attested to by the officers of Woodshire Civic Club on this 25th day of April, 1981.

(Signed) Susan Culbert
Susan Culbert, President

(Signed) Jack Smith
Jack Smith, Vice President

(Signed) R.J. Miller
R.J. Miller, Treasurer

(Signed) Nancy C. Talley
Nancy C. Talley, Secretary, Pro Tern