

RESTRICTIVE COVENANTS FOR CLARK PINES
Section 2 and Reserves 12C, 12D and 12F

ARTICLE I. DEFINITIONS

- 1.1 **“Accessory Structure”** - a Structure whose use is ancillary to a House, including a storage building, green house and gazebo but not including a garage.
- 1.2 **“Civic Association”** - is the Clark Pines Civic Association, Inc.
- 1.3 **“Effective Date”** - the date the Petition to Create Restrictive Covenants is recorded in the Real Property Records.
- 1.4 **“Single Family”** - not more than (a) one married couple plus one unrelated person, or (b) two persons, together with (i) their respective children (natural, adopted or fostered) and, (ii) related family members.
- 1.5 **“Home Occupation”** - a low profile commercial activity meeting the conditions of Section 2.04.
- 1.6 **“House”** - a single family residential structure.
- 1.7 **“Lot”** - any numbered lot on the Plat or any legal replat of a lot referenced on a recorded or unrecorded plat.
- 1.8 **“Owner(s)”** - the record title owner(s) of fee simple interest in a Lot.
- 1.9 **“Plat”** - the map or plat of the unrecorded subdivision as CLARK PINES, as Section 2 and Reserves 12C, 12D and 12F shown on unrecorded plat prepared by Theron A Palmer, dated November 28, 1945 being referenced in each of the original deeds from R. D. Clark and H. H. Clark to the original purchasers of residential lots, such subdivision being out of the H. Volmer Nieman 100 Acres, out of the John Reinerman Survey A-642, in Houston, Harris County, Texas, and currently constituting residential lots fronting on 14.1/2 Street in Houston, Harris County, Texas.
- 1.10 **“Real Property Records”** - the Official Public Records of Real Property of Harris County, Texas (or successor records).
- 1.11 **“Street”** - the publicly dedicated rights-of-way on the Plat.
- 1.12 **“Structure”** - any improvement, building or House, including an Accessory Structure and fence.
- 1.13 **“Subdivision”** - all real property located within Clark Pines Subdivision according to the Plat.

ARTICLE II. RESIDENTIAL CHARACTER

- 2.1 Single Family Residential. All Lots shall be used exclusively for single family residential purposes. Both the use of a lot and the Structures placed on a lot shall be single family. Multi-family residential, commercial and industrial uses are prohibited, whether conducted on a for profit basis or not.
- 2.2 Lot Division. Lots may be subdivided in accordance with applicable law. A Lot may be eliminated if it is divided between adjacent lots. Multiple Lots may be used as a single building site.
- 2.3 Renting. Entire Lots may be rented. Garage apartments may be rented. No Structure other than a House and a garage apartment, and no room or section of a House may be rented separately. Renting included granting the right to any person not related by blood to the Owner to reside in a portion of a House in return for any monetary or non-monetary compensation including yard work, house work, or child care except for full-time nannies.

- 2.4 Home Occupation. Low profile commercial activities are allowed under the following conditions:
- 2.4.1 No more than 2 employees; provided off-street parking is provided for each employee.
 - 2.4.2 No signs.
 - 2.4.3 No visible storage or display of commercial products.
 - 2.4.4 All commercial activities are conducted inside a Structure.
 - 2.4.5 No material disruption, interference or increase in traffic or parking.
 - 2.4.6 No sound or smell is created outside the Structure.
 - 2.4.7 Existence of the Home Occupation is not apparent from outside the Structure.
- The Home Occupation restrictions apply to all non-residential activities, whether or not for profit.

ARTICLE III. USE RESTRICTIONS

3.1 Animals. Animals other than dogs, cats and other recognized household pets are prohibited. Only dogs and cats may be kept outside a Structure. No more than three pets are allowed. No pets may be kept, raised or bred for sale. Dogs must be confined behind a secure fence and may not be allowed to roam freely. Dogs may be walked only on a leash or under controlled verbal command.

ARTICLE IV. RESTRICTIONS ON IMPROVEMENTS

4.1 Temporary Buildings. Mobile homes, manufactured houses, and temporary buildings are prohibited. Movable storage structures are allowed behind the house in the rear yard of a Lot, provided they do not exceed 10 feet in height, do not exceed 100 square feet in floor space, are located 5 feet from lot lines and are not used for living space.

ARTICLE V. DIMENSIONS AND SETBACKS

5.1 Number of Structures. More than 1 House, 1 garage (including servant's quarters) and 2 Accessory Structures are prohibited.

5.2 Minimum Building Size. A house must have a minimum floor area of 1,500 square feet exclusive of porches, garages, and finished storage areas accessing buildings and attics.

ARTICLE VI. TERM, RENEWAL AND MODIFICATION

6.1 Term. The Restrictions are binding for 10 years from effective date

6.2 Termination. The Restrictions may be terminated by a document executed and acknowledged by the Owners of at least 90% of the Lots recorded in the Real Property Records. The termination shall be effective upon when filing.

6.3 Extension. The Restrictions shall automatically renew for successive terms of 10 years each, unless the Owners of at least 75% of the Lots execute an acknowledge a document filed in the Real Property Records to preclude the extension. Such document shall be effective to prevent the extension of the term but shall not reduce the term of the Restrictions.

6.4 Amendment. The Restrictions may be amended but not terminated, by a document executed and acknowledged by Owners of at least 50% plus 1 of the Lots recorded in the Real Property Records of Harris County, Texas. The amendment shall be effective when filed.

6.5 Power of Attorney. The termination, extension or amendment of the Restrictions may be accomplished by the signature of an attorney in fact on behalf of any of the Owners. Such Power of Attorney need not follow the promulgated form for Durable Power of Attorney under the Texas Probate Code, as amended.

ARTICLE VII. NON-CONFORMITY

Any Lot, Structure or use of a lot in violation of the Restrictions as of the Effective Date of the Restrictions is considered nonconforming. Nonconforming Lots, Structures and uses shall not include any Lot, Structure or use which violated the Current Restrictions or any applicable laws, ordinances or regulations on the Effective Date. Non conformities may continue in legal existence..

Nonconformities may be maintained, repaired or cosmetically remodeled, but may not be structurally enhanced, expanded or reconstructed after a casualty loss where over fifty percent (50%) of the value of the conforming structure is destroyed. A nonconformity loses its legal status at such time as the Lot, Structure or use comes into compliance with the Restrictions and thereafter, the nonconformity may not resume. Any nonconformity is deemed abandoned after 90 days of continuous nonuse.

In the event of dispute regarding a nonconformity, the Civic Association shall investigate the facts surrounding the nonconformity, receive input from Owners and render its decision, which decision shall be final.

ARTICLE VIII. GENERAL PROVISIONS

8.1 Attorney's Fees. The Civic Association shall recover all attorney's fees and court costs incurred in enforcing any provision of the Restrictions.

8.2 Binding Effect. The Restrictions are binding upon and are to the benefit of the Owners and their heirs, executors, representative, successors and assigns, where permitted.

8.3 Choice of Law. The Restrictions are subject to and governed by the law of the State of Texas.

8.4 Construction. The Restrictions shall be liberally construed to achieve the intent of the Owners. Any rule of construction to strictly construe restrictive covenants or to construe restrictive covenants in favor of the free use of land is inapplicable.

8.5 Effective Date. The Restrictions are effective upon recording in the Real Property Records.

8.6 Mortgagees. No violation of the Restrictions shall invalidate the lien of any mortgagee made in good faith and for value.

8.7 Multiple Signature Pages. The Modification and Restatement of Restrictions contains multiple signature page and will be executed in multiple originals without all the signatures on any one original. Separate signature pages may be attached to the copy of the Restrictions recorded in any order to eliminate unnecessary costs of filing multiple copies of the Restrictions.

8.8 Non-Waiver. No waiver, express or implied, or any violation of the Restrictions shall preclude the subsequent enforcement of the Restrictions as to that or similar violations. No member of the Civic Association has the authority to waive, modify or terminate any provision of the Restrictions.

8.9 Notices. Any notice to an Owner may be provided by certified mail, return receipt requested, addressed to the Owner at the Lot and shall be effected when deposited in the United States mail, postage prepaid, or when hand-delivered (by courier service or otherwise) to the Lot if an occupied House exists on the Lot (even if no one is home when delivery is made).

8.10 Severability. The invalidity, abandonment or waiver of any one of the Restrictions shall not affect or impair any other of the Restrictions any invalid, abandoned or waived Restriction shall be judicially reformed to be valid, enforceable and effectuate the intentions of the Owners.

8.11 Time. Time is of the essence in the compliance with obligations in the Restrictions. A deadline falling on a Saturday, Sunday or holiday recognized by the State of Texas is extended to the next following week day which is not a holiday.