

DECLARATION OF
RESTRICTIVE COVENANTS OF SUNSET PLACE

THE STATE OF TEXAS }
COUNTY OF HARRIS }

We the undersigned, are owners of Lots One through Twelve (1 -12), Block A, and Lots One through Twelve (1 - 12), Block B, of SUNSET PLACE as indicated below.

SUNSET PLACE is an addition to the City of Houston, in Harris County, Texas, according to the map or plat thereof recorded in Volume 725, Page 370, of the Map or Plat Records of Harris County, Texas; all of which shall be hereinafter referred to as "Real Property".

We, the undersigned, are owners of at least seventy-five percent (75.0%) of the square footage areas of said lots in SUNSET PLACE,

Our purpose is to create, carry out, and maintain a uniform plan of covenants, conditions, easements, and restrictions for the purpose of protecting the value and desirability of the Real Property. We mean for these covenants, etc. to run with the Real Property and be binding on all parties having any right, title, or interest in or to the Real Property or any part thereof, and their heirs, executors, successors and assignees, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

We do hereby vote, declare and agree to adopt, establish and create the following described restrictive covenants, which are considered covenants running with the land and shall be in force and effect until 1 January, 2040; to wit:

- (1) All lots shall be used for single family dwellings and duplex residences only. Existing apartment uses may be maintained at existing densities. Existing apartment uses may be reconstructed at existing densities as multi-family structures or town houses, and new apartments may be added to other lots as accessory uses, insofar as all requirements for parking are provided off-street.
- (2) No place of business of any kind shall be built, kept, or maintained. The foregoing shall not restrict, as accessory uses, customary household occupations, nor business activities not adversely effecting the residential character of the addition. Business signs visible from the street, and parking for business purposes in front yards and adjacent streets are specifically prohibited.

After adoption of these restrictions, all new construction and reconstruction shall conform to the following:

(a) The front and two side facades of all primary buildings shall be of eighty percent (80.0%) brick or stucco exterior construction. Accessory buildings, garages and carports may be of frame construction.

(b) No building shall be constructed closer than twenty (20.0) feet from the front property line; nor closer than a line connecting the front facade of the primary building on either side; whichever is least.

(c) There shall be a five (5.0) foot easement at the rear of all lots sufficient to contain and maintain public utilities.

(d) Primary buildings shall maintain side-yards of not less than six and one half (6-1/2) feet to the side property line, OR thirteen (13.0) feet horizontal separation to existing primary buildings. For the purposes of this section, garages and carports are considered accessory [versus primary] buildings.

(e) No building shall exceed twenty four (24) feet in height measured from finished grade to the line of eave, cornice or top of parapet, OR the line of the eave, cornice, or top of parapet shall be consistent with that of the buildings on either side.

4) Non-conforming uses and improvements destroyed or damaged by fire or other natural causes may be replaced or reconstructed within six (6) months of the occurrence.

(5) No trailers, mobile or motor homes, recreational vehicles, motorcycles, or boats shall be parked or stored on the front yard of any lot or on adjacent streets.

(6) Unless specifically permitted in writing by a majority of the whole number of lot owners in the addition, there shall be no prospecting, mining, drilling, or producing of oil, gas, or other hydro-carbon or mineral products or substances in on or upon any of the said property.

Invalidation of any provision of said restrictions by court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

