



**DECLARATION OF RESTRICTIONS  
THE STATE OF TEXAS  
COUNTY OF HARRIS**

This document is an agreement between the City of Houston, and the owners of properties listed in Exhibit A who have exercised their option, as indicated in the attached Exhibit B, to include their respective properties as being subject to these restrictions.

The restrictions and covenants included in this document shall be deemed to run with the land, and those subsequently acquiring title to any portion of any of the properties listed in Exhibit A whose owners have exercised their option, as indicated in the attached Exhibit B, to include the property as being subject to these restrictions, must accept title subject to those restrictions and covenants; they, as well as their successors in title, shall be bound by these restrictions as long as they are in effect.

If a property owner elects to include their property in the restrictions in this petition, then the property becomes subject to the restrictions.

If a property owner elects to exclude their property from the restrictions in this petition, then the property will not be subject to the restrictions.

Property owners who desire to challenge the procedures of these deed restrictions and who, therefore, do not sign the petition, must file suit under Section 201.010 of the Texas Property Code before the 181st day after the date on which the petition committee Files, with the Harris County clerk at the Harris County, Texas, courthouse, the certificate of compliance with the notice requirements of Section 201.008 of the Texas Property Code as required by subsection (e) of section 201.008.

Property owners who do not sign the petition may delete their property from the operation of these deed restrictions by filing a statement as described in the fourth category of Section 201.009(b) of the Texas Property Code before one (1) year after the date on which the property owner receives actual notice of the filing of these deed restrictions.

The undersigned owners of properties listed in Exhibit A who have exercised their option, as indicated in the attached Exhibit B, to include their respective properties as being subject to these restrictions, on behalf of themselves and the successors in interest, agree as follows:



## ARTICLE I

### DEFINITIONS

'Abandonment' or to abandon a use of property means to discontinue that use and/or leave the structure(s) on the property vacant for a continuous period of six months or more, unless the land or structure(s) are being actively and continuously marketed for sale or lease during that period. Any period of discontinuance directly caused by government actions, labor strikes, material shortages, fire or other casualty loss and without intentional contributing fault by the user, shall interrupt, and shall be excluded in calculating, the continuous period of six months or more.

A "bedroom" is (a) a room in a dwelling unit, designed for use as a nightly sleeping place, and (b) which has a door or doors that close it off from the rest of the dwelling unit.

"Business use" means any use of a property or portion of a property other than residential use.

A "commercial business" is any combination of dwelling units and/or commercial units at a single property, each of which is in use exclusively for business use by a single entity or group of entities.

A "commercial unit" means a unit other than a dwelling unit.

The "deed restriction committee" means a committee consisting of an odd number of individual members of the WAMM Civic Association elected by a vote of the owners of fifty (50) percent plus one of the properties subject to these restrictions, for purposes of considering and granting or denying approvals required under the terms of these restrictions; the number and terms of the members of the committee and the other specifics of their election and succession shall be determined by a vote of the owners of fifty (50) percent plus one of the properties subject to these restrictions. WAMM is named for Westheimer, Alabama, Montrose & Mulberry, the streets roughly bounding the proposed area.

A "dwelling unit" means a unit designed as a complete, independent living facility for one or more persons and which includes permanent provisions for eating, sleeping, and sanitation; such as a single-family house, townhouse, condominium, apartment, or garage apartment.

"WAMM Civic Association" shall mean the owners of properties subject to these restrictions.



An "in-home business" is a residential business which (a) employs, at the unit or units where the residential business is conducted, only persons residing in those units, AND (b) does not, on the property where it is conducted, display any sign to indicate its presence, AND (c) does not cause the number of persons coming and going from the property where it is conducted to increase substantially beyond the number that the use of the such unit or units by the same occupants exclusively for residential use would generate, AND (d) does not cause any excessive increase in the volume of trash, odors, or noise generated at the unit or units where the residential business is conducted, beyond what the use of the same unit or units by the same occupants exclusively for residential use would generate.

A "lot" means any parcel of land denominated as a "lot" on the O. Smith Survey, recorded at Vol. 5, Page 32, and Vol. 4, Page 54 of the Harris County Map Records.

A "property" means any of the real properties listed in Exhibit "A" to this document, including improvements, if any.

"Property owner" shall mean any individual, fiduciary, partnership, joint venture, corporation, association, or other entity that owns record title to a property or portion of a property, or the personal representative of an individual who owns record title to a property or portion of a property.

A "residence" is any combination of dwelling units and/or commercial units at a single property, each of which is in use exclusively for residential use by an entity or entities.

A "residential business" is any combination of dwelling units and/or commercial units at a single property when it is in use by a single entity or group of entities for both residential use and business use.

"Residential use" means all use normally associated with (a) occupation of a unit or units as a home, or (b) setting aside a unit or units for use as a home, even if the residents do not bodily occupy the unit or units or a portion thereof.

A "unit" means any single, integral portion of improvements on a property, which has a separate outside entrance and is permanently partitioned off from all other such portions of the improvements on that property, if any; however, any such portion of improvements on a property (such as a storage shed or outdoor closet) which is designed primarily for use ancillary to use of another such portion of improvements, on that same property, which itself constitutes a "unit," shall be considered part of that unit and not a separate unit, whenever it is either actually in such ancillary use or not in use.



## ARTICLE II

### GENERAL PROVISIONS

1 The "WAMM Civic Association" (the Association) is the sole representative body, with respect to these deed restrictions, of the owners of properties subject to these restrictions. The subdivisions to which these restrictions shall apply are: portions of the "Montrose" and "Montrose Annex" subdivisions.

2. If any person shall violate or attempt to violate these restrictions, then any owner of property subject to these restrictions, or the Association or its successor or assigns, shall have the right to enforce, by legal means, all restrictions imposed by this agreement.

3. Failure to enforce any restriction shall not waive the right to subsequently enforce the same, or other, restrictions.

4. The restrictions of this agreement shall become binding on the date this instrument is filed in the real property records of the county clerk of Harris County, only if this instrument is filed in the real property records of the county clerk of Harris County by, and the other requirements set forth in Section 201.006(b)(1)-(3) are satisfied by \_\_\_\_\_(date).

5. Unless this agreement is amended or canceled, it shall be effective for ten (10) years from the date it is filed in the real property records of the county clerk of Harris County, Texas. At the end of the first ten (10) year period, the restrictions in this agreement shall automatically be extended for successive ten (10) year periods. This agreement may be amended or canceled at any time by an instrument complying with the applicable requirements of Title 11 of the Texas Property Code.

6. (a) If a property owner elects to include their property in the restrictions in this petition, then the property becomes subject to the restrictions.

(b) If a property owner elects to exclude their property from the restrictions in this petition, then the property will not be subject to the restrictions.

(c) Property owners who desire to challenge the procedures of these deed restrictions and who, therefore, do not sign the petition, must file suit under Section 201.010 of the Texas Property Code before the 181st day after the date on which the petition committee files, with the Harris



County clerk at the Harris County, Texas, courthouse, the certificate of compliance with the notice requirements of Section 201.008 of the Texas Property Code as required by subsection (e) of section 201.008.

(d) Property owners who do not sign the petition may delete their property from the operation of these deed restrictions by filing a statement as described in the fourth category of Section 201.009(b) of the Texas Property Code before one (1) year after the date on which the property owner receives actual notice of the filing of these deed restrictions.

7. Any use or condition which does not comply with the restrictions set forth in this agreement, which was in existence prior to the adoption of this agreement, shall not be affected by the terms of this agreement. None of these restrictions shall be enforceable against any present property owner whose nonconformance falls within the terms of this paragraph. However, the voluntary abandonment of any non-conforming use by any property owner shall operate to prevent the subsequent reestablishment of such use.

### ARTICLE III

#### RESTRICTIONS

1. All properties shall be used for residential purposes only except that:

(a) Notwithstanding any other provision in these restrictions an existing business use at any property shall be permitted to continue, until and unless abandoned; except that existing churches, halfway houses, boarding or rooming houses, hotels, clinics, group homes, supportive housing, or treatment centers operated by an entity other than a property owner may continue to operate only until the expiration of the right accorded to that entity, or a successor, under that entity's existing agreement with the property owner, to continue to operate such a facility.

(b) New residential businesses employing no more than four (4) persons and otherwise in compliance with these restrictions shall be permitted.

(c) Permitted new business use of property specifically excludes food service, selling or serving alcoholic beverages, industrial activity, manufacturing activity, warehousing, motor vehicle or equipment repair or sales, outdoor storage, or use as a church, halfway house, boarding or rooming house, hotel, clinic, supportive housing, or treatment center; except that hobbies, artistic activities, or home crafts that include the performance of an operation or activity to create a finished or partially finished product either by assembly or by making or processing a raw or partially completed material, shall not be considered manufacturing activity.



2. No structure of a temporary nature, trailer, mobile home or shack shall be placed on any lot at any time, except as an incident to construction or expansion or upgrading of a permanent structure. Pool houses, play houses, gazebos, tool sheds, potting sheds and greenhouses, all not exceeding 8 feet in height, are permitted to the rear of the front façade of any improvements on the property. For purposes of applying the 8-foot provision of this restriction, the measurement shall be made from the ground line of the improvements to the higher of (a) the bottom of the highest roof eave, where improvements (or some portion) have a built-up roof and (b) the top of the highest horizontal exterior surface, where improvements (or some portion) have a flat roof.

3. New construction shall be limited to improvements designed for use as single-family residences, fee simple townhouses, duplexes, or garage apartments. Other than as permitted in the preceding sentence, no improvements designed for use as multiunit rental residences, apartments, halfway houses, boarding houses or rooming houses, supportive housing, or for new business use shall be constructed.

4. Conversion of existing single-family residences into duplexes is permitted.

5. No standard lot (ca. 50x120 ft) may be subdivided to create more than three new, smaller parcels.

6. (a) No vacant lot shall be used as a parking lot.

(b) Storage of an inoperable vehicle on the street and adjacent to any property covered by these restrictions is prohibited.

(c) Parking of vehicles on the front yard or easement is prohibited.

7. Following a fire or other casualty loss, a property owner must restore, rebuild, or repair the damaged or lost improvements to the property, or clear the property completely, removing all damaged improvements and all debris. Barring circumstances beyond the control of the property owner, work must be completed by the end of the 24th calendar month from the time work begins. This restriction is not intended to prevent the owner from restoring, rebuilding, or repairing the improvements.

8. Where existing improvements to a property do not conform to restrictions set forth in this instrument, and a fire or other casualty loss destroys all or part of the existing improvements, then:



(a) For existing apartments, condominiums, or townhomes:

(i) The property owner may restore, rebuild, or repair the improvements substantially to their original state; but

(ii) To restore, rebuild, or repair the improvements in any other fashion, the property owner must get the advance written approval of the deed restriction committee.

(b) For any other existing improvements to property:

(i) If less than 80 percent of the improvements are destroyed, the property owner may restore, rebuild or repair the improvements substantially to their original state; but

(ii) If 80 percent or more of the improvements are destroyed, the property owner must bring the improvements into conformity with these restrictions if he restores, rebuilds, or repairs the improvements.

9. Property owners are required to maintain the grounds of their properties, in a reasonable manner, in accordance with applicable governmental ordinances, regulations, and laws.

10. Improvements built on any property may not be taller than three stories or 30 feet. Existing improvements may not be modified to be taller than three stories or 30 feet. For purposes of applying the 30-foot provision of this restriction, the measurement shall be made from the ground line of the improvements to the higher of (a) the bottom of the highest roof eave, where improvements (or some portion) have a built-up roof and (b) the top of the highest horizontal exterior surface, where improvements (or some portion) have a flat roof.

11. When improvements on any property are constructed or expanded, the new portion must conform to the following setback requirements: (a) 18 feet from the property line on the front side of the property; (b) 5 feet from the property line, on either side of the property; except that a garage or garage apartment which is, on completion of the construction or expansion, located, in its entirety, 50 feet or more from the front edge of the property, is not subject to this setback requirement; and (c) at the rear of the property, five (5) feet from the rear property line; except that wherever the rear property line is adjacent to an alley shown on the O. Smith Survey, recorded at Vol. 5, Page 32, and of Montrose Annex, recorded in Volume 4, Page 54 of the Harris County Map Records, the five-foot setback requirement shall not apply, and the setback may be zero (0) feet from the rear property line of such a property.



12. No lot, alley or street shall be used for storage or dumping of waste. Waste shall be stored and disposed of in accordance with the City of Houston ordinances, rules, and regulations.

13. At and after the end of the sixth (6th) calendar month after this instrument is filed in the real property records of the county clerk of Harris County, any dumpster on any property must, except as necessary to empty it, be kept rearward of the front facade of any improvements on the property, and must be shielded from view so that it is not visible from any public right of way.

14. No free standing signs are permitted except:

(a) Signs advertising the premises for sale or rent measuring no more than six (6) square feet in size;

(b) Temporary political signs measuring no more than four (4) square feet in size; and

(c) Plaques or markers erected or affixed on the property to reflect historic or other types of designation awarded by the federal, state, or municipal government or a civic association.

15. New permanent signs are limited to one sign on each property, which must be a plaque, marker, or other sign fixed to the building at or near the main entrance to the building, and must not exceed six (6) square feet in area. All existing signs, including those advertising an existing business, must conform to these restrictions at the time of repair or replacement.

15. No vending machines holding newspapers or other advertisement or any solicitation material will be permitted outdoors on any property, except those fronting on West Alabama Street.

16. Apartments, townhomes, condominiums, garage apartments, or other dwelling units used as rental property, are subject to the following restriction. The dwelling unit may not be used by more than the following number of persons as their principal residence at any one time, according to the number of bedrooms in the dwelling unit:

(a) 1 bedroom: 3 person maximum.

(b) 2 bedrooms: 5 person maximum.

(c) 3 bedrooms: 7 person maximum.

(d) 4 bedrooms: 9 person maximum.





(e) If the dwelling unit has more than 4 bedrooms, then the maximum number of persons that may use the dwelling unit as their principal residence at any one time is twice the number of bedrooms, plus one.

17. With respect to any gathering, festival, or other event on a property, which more than one hundred (100) people are reasonably expected to attend: the property owner or other entity holding the event must comply with existing City of Houston and State ordinances, codes, and laws.

18. If any of these restrictions is held to be invalid or unenforceable, then that holding shall be construed narrowly, and the remaining restrictions shall remain in full force and in effect.

This instrument may be executed in multiple counterparts, all of which shall be considered part of the same instrument.

EXECUTED by the undersigned property owners shown in the attached Exhibit B as of the dates of the respective acknowledgements shown on the attached sheets, and effective for all purposes as of the dates of such respective acknowledgements as to property(ies) owned by the undersigned property owners, respectively.

**EXHIBIT "B"**

I/We the undersigned am/are owner(s) of record title to the real property described below, and hereby exercise the option to either include or exclude said real property in accordance with the declaration of restrictions for the area, per Exhibit "A", of portions of the Montrose and Montrose Annex subdivisions of the City of Houston, Harris County, Texas.

( \_\_\_\_\_ ) INCLUDE ( \_\_\_\_\_ ) EXCLUDE

Lot:

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Block:

\_\_\_\_\_

(Montrose Annex/Montrose) subdivision of the City of Houston, Harris County, Texas,

Known as:

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the \_\_\_\_\_

Day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public in and for the State of Texas

\_\_\_\_\_

Printed Name of Notary

My Commission Expires: \_\_\_\_\_