

N522702

014-47-1104

AMENDED AND RESTATED
RESTRICTIONS, RESERVATIONS AND COVENANTS | EE
FOR LARCHMONT AND LARCHMONT, SECTION 2

92/03/92 00497021 N522702 \$ 405.75

Amend

WHEREAS, an instrument dated December 28, 1954 was filed for record in Volume 2900, Page 326 of the Deed Records of Harris County, Texas imposing certain restrictions, reservations and covenants (the "Original Restrictions") against the lands, blocks and lots in Larchmont, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 47, Page 31 of the Map Records of Harris County, Texas;

WHEREAS, the Original Restrictions were amended by instrument dated June 3, 1955 and filed for record in Volume 2967, Page 136 of the Deed Records of Harris County, Texas (the "Original Amendment", the Original Restrictions, as amended by the Original Amendment, being hereinafter referred to as the "Section 1 Restrictions");

WHEREAS, an instrument dated May 1, 1956 was filed for record in Volume 3147, Page 250 of the Deed Records of Harris County, Texas imposing certain restrictions, reservations and covenants (the "Section 2 Restrictions") against the lands, blocks and lots in Larchmont, Section 2, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 52, Page 16 of the Map Records of Harris County, Texas;

405.75

WHEREAS, the majority of present owners of the lots in Larchmont and Larchmont, Section 2 desire to provide for the preservation of values in Larchmont and Larchmont, Section 2, and to this end desire to amend the Section 1 Restrictions and the Section 2 Restrictions so as to combine said instruments and provide uniform restrictions, reservations and covenants for Larchmont and Larchmont, Section 2;

WHEREAS, the majority of present owners of the lots in Larchmont and Larchmont, Section 2 desire to make certain other amendments to the Section 1 Restrictions and the Section 2 Restrictions; and

WHEREAS, the majority of present owners of the lots in Larchmont and Larchmont, Section 2 desire to restate the Section 1 Restrictions and the Section 2 Restrictions, as combined and amended;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being a majority of the present owners of the lots in Larchmont and Larchmont, Section 2, pursuant to rights granted in Part B, Paragraph 3 of the Section 1 Restrictions and Part B, Paragraph 4 of the Section 2 Restrictions, do hereby combine, amend and restate the Section 1 Restrictions and the Section 2 Restrictions as follows:

PART A - RESIDENTIAL COVENANTS

1. No platted lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude, without limitation, hospitals, nursing homes, childcare facilities, halfway houses and homes

*After recording
Return to: Janice Cleavinger
5341 Pagewood
Houston, TX 77056*

Rev. 12/2/91

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
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Stan Stanart, County Clerk
Harris County, Texas

Anthony Wayne Bonfitto
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Deputy



for the mentally retarded and to exclude, without limitation, commercial and professional uses.

2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, except that the following shall be permitted: (i) fully enclosed detached storage buildings (with dimensions not larger than eight (8) feet by sixteen (16) feet) provided said buildings are not visible from any street and provided said buildings have been approved by the Architectural Control Committee, and (ii) fully enclosed detached storage buildings existing on the date that this instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas. The restriction permitting only single-family dwellings is to apply to all lots except:

Lots 1 through 11, Block 1; and Lots 1 through 10, Block 2, there may be constructed condominium, townhome or patio home buildings of no more than four residential units each with a private garage for each unit of such buildings and any other outbuildings incidental to the residential use of said lot.

3. No building including, without limitation carports, shall be erected, placed, or altered on any lot until the complete construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line except as permitted pursuant to Paragraph 13 below.

4. No new dwelling shall be permitted on any lot at a cost of less than \$75,000. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet for a new one-story dwelling, nor less than 1,000 square feet for a new dwelling of more than one story; provided, however, notwithstanding the foregoing, the ground floor area of the main structure, exclusive of one-story open porches and garages, of any new dwelling of more than one story constructed on Lots 1 through 10 in Block 2 of Larchmont may be less than 1,000 square feet, provided in no event shall such ground floor area be less than 700 square feet.

5. No building, including single family residences, shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line shown on the recorded plat. In any event no building, including single family residences, shall be located on any lot nearer than twenty-five (25) feet to the front lot line (except for Lots 9 and 10 in Block 2 of Larchmont, for which the requirement shall be twenty (20) feet rather than twenty-five (25) feet), or nearer than ten (10) feet to any side street line. No building, including single family residences, shall be located nearer than five (5) feet to an interior lot line except (i) only a three (3) foot side yard shall be required for a garage or other permitted accessory building located seventy (70) feet or more from the front property line, (ii) fireplaces or chimneys on Lots 1 through 10 in Block 2 of Larchmont may be located nearer than five (5) feet to an interior lot line other than the rear lot line provided such fireplaces or chimneys are not located nearer than three (3) feet to such interior lot line, and (iii) single family residences existing on the date this instrument is filed of record in the Official Public Records of Real Property of Harris County, Texas, may

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be located nearer than five (5) feet to an interior lot line other than the rear lot line provided such existing single family residences are not located nearer than four (4) feet to such interior lot line. No single family residence shall be located on any lot nearer than five (5) feet to the rear lot line; provided that if any such single family residence shall contain more than one story, any portion thereof which is more than one story in height shall not be located on any lot nearer than twenty-five (25) feet to the rear lot line. No lot shall be resubdivided, except that Lots 1 through 10 in Block 2 of Larchmont may be resubdivided into no more than three (3) lots each provided such lots are used solely as townhomes.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of all lots in Larchmont and Larchmont, Section 2, except that a ten foot easement is hereby reserved over the rear of Lots 1 through 11, Block 1; Lots 1 through 4, Block 4; Lots 1 through 13, Block 5; Lots 1 through 14, Block 15; Lots 1 through 11, Block 10; and Lots 1 through 12, Block 17.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which interferes with the peaceful possession or proper use of any lot by its owner. All valid laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction over any of the lots shall be observed.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No sign, poster, billboard or advertising devices of any kind shall be displayed to the public view on any 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 reasonable construction and sales period, or a sign one foot square within one foot of the residential structure concerning security protection service for the property. No more than two (2) garage sales or yard sales will be permitted on any lot during any twelve (12) month period.

10. 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.

11. 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 purposes. No owner or occupant of any lot shall commit, continue or permit any violation of the animal control, health, safety and/or welfare ordinances of the City of Houston.

12. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash shall not be placed on or near the street prior to 8:00 p.m. on the day prior to trash pick-up day.

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13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended; provided, however, the foregoing shall not apply to (i) fences and/or walls contiguous to and parallel with Chimney Rock or Rice Avenue, (ii) fences and/or walls located on Lots 1 through 10 in Block 2 of Larchmont, and (iii) existing hedge or shrub plantings. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street line with the edge of a driveway or alley pavement; provided, however, the foregoing shall not apply to existing hedge or shrub plantings. No tree shall be permitted to remain within such distance of each intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. No vehicle which is inoperative, wrecked, dismantled, partially dismantled, discarded, or which does not lawfully have attached thereto both an unexpired license plate or plates and a valid motor vehicle safety inspection certificate, shall be permitted upon or in front of any lot if visible from any street or adjoining lot. No mobile homes, recreational motor home vehicles, trailers, commercial vehicles (other than pick-up trucks or vans) or any other similar vehicle or device shall be placed on or in front of any lot for any period in excess of a total of seventy-two (72) hours during a calendar month in such a manner that it is visible from the street. No boat shall be placed on or in front of any lot for any period in excess of a total of seventy-two (72) consecutive hours during a calendar month in such a manner that it is visible from the street. No vehicle shall be parked on any portion of any lot that is unpaved.

15. No antenna towers, dish-type antennas or similar devices shall be installed, placed, erected or located on any lot that will be visible from any street, nor shall any such structure, device or apparatus be erected or installed without the prior approval of the Architectural Control Committee; provided, however, the foregoing shall not apply to any antenna towers, dish-type antennas or similar devices existing as of the date of recordation of this instrument.

PART B - GENERAL PROVISIONS

1. The Architectural Control Committee (the "Committee") shall contain an odd number of members to be appointed by the board of directors of the Larchmont Civic Association, a Texas not-for-profit corporation (but in no event shall the Committee contain less than three (3) members), subject to the following guidelines:

(a) All members of the Committee shall be residents of Larchmont or Larchmont, Section 2;

(b) No more than two members of the Committee may be registered architects;

(c) At least one member of the Committee should be a member of the board of directors of Larchmont Civic Association; and

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(d) The President of Larchmont Civic Association shall not be a member of the Committee.

Approval by the Committee shall require, and be evidenced by, the approval by a majority of the Committee. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed as a member of the Committee. The board of directors of the Larchmont Civic Association may at any time replace one or more members of the Committee or appoint a successor in the event of death or resignation of any member. Notwithstanding the foregoing, at any time, the then record owners of a majority of the lots in Larchmont and Larchmont, Section 2 shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

Neither Larchmont Civic Association nor any of its officers, directors, employees, agents or attorneys, nor any members of the Architectural Control Committee, shall be liable (including, without limitation, liability for incidental, consequential or punitive damages) to any owner of a lot or any other person or by reason of negligence, gross negligence, mistake in judgment, failure to point out or correct deficiencies in any plans and/or specifications, or any other misfeasance, malfeasance or non-feasance in connection with the approval or disapproval of any plans and/or specifications or any other matter submitted for approval hereunder, by submitting of same, and any owner of any lot, by acquiring title to same, agrees not to seek damages (including, without limitation, incidental, consequential or punitive damages) from Larchmont Civic Association or any of the other parties described above in this Paragraph, arising out of the Architectural Control Committee's approval or disapproval of any plans and/or specifications or any other matter submitted hereunder. Further, anyone submitting plans and/or specifications of any other matter submitted for approval hereunder (and any party on whose behalf said plans and/or specifications or any other matter are submitted, including, without limitation, the owner of the lot for which said plans and/or specifications or any other matter are submitted), by submitting of same, agrees to indemnify and hold Larchmont Civic Association and all other parties described above in this Paragraph harmless from and against any cost, claim, damage, penalty, fine, expense or liability whatsoever, including reasonable attorneys' fees and court costs at all judicial levels, arising out of or in connection with any approval of plans and/or specifications or any other matter submitted for approval to the Architectural Control Committee.

2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. These covenants are to be effective upon recordation of this instrument in the Official Public Records of Real Property of Harris County, Texas (the "Official Records"). These covenants are to run with the land and shall be binding upon all owners, lessees and occupants of lots until the tenth (10th) anniversary of the recordation hereof in the Official Records, at which time said covenants shall be automatically extended for 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 said covenants in whole or in part; provided, however,

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any instrument being recorded to change Part A, Section 1 hereof shall require the signature of two-thirds (2/3) of the then owners of the lots. For purposes of the foregoing, (i) if a lot is owned by more than one (1) person, the signature of only one (1) owner of such lot shall be necessary to agree to change said covenants in whole or in part, and (ii) for purposes of determining whether or not a "majority of the then owners of the lots" or "two-thirds (2/3) of the then owners of the lots" have signed an instrument, each lot shall be deemed to be owned by only one (1) person even if more than one person owns such lot. If the owners of the lots, or any of them or their lessees, heirs or assigns shall violate or attempt to violate any of the covenants hereof, it shall be lawful for the Larchmont Civic Association, a Texas not-for-profit corporation or any persons owning any real property situated in Larchmont or Larchmont, Section 2 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent his or them from doing, or to recover damages or other dues for such violations. Larchmont Civic Association or any other persons owning any real property situated in Larchmont or Larchmont, Section 2 shall be entitled to reimbursement from the owner of the non-complying lot for the costs of enforcing the provisions of this instrument against any owner, lessee or occupant of such lot, including, without limitation, reasonable attorneys' fees and costs. Any liability of Larchmont Civic Association and/or the Architectural Control Committee that may arise under or in connection with this instrument or any lot located within Larchmont or Larchmont, Section 2 shall be a liability of Larchmont Civic Association and not the personal liability of (i) any officers, directors, employees, agents or attorneys of Larchmont Civic Association, or (ii) any members of the Architectural Control Committee.

4. Invalidation of any one of these covenants by judgment, or other court order, shall in no wise effect any of the other provisions which shall remain in full force and effect. These Amended and Restated Restrictions, Reservations and Covenants to Larchmont and Larchmont, Section 2 are intended to combine, amend, restate and supersede the Section 1 Restrictions and the Section 2 Restrictions; provided, however, if any one or all of these covenants shall be invalidated by judgment, or other court order, or shall not be enforceable against an owner, lessee or occupant of any lot, the covenants of the Section 1 Restrictions or the Section 2 Restrictions, as applicable, shall continue in effect and shall be enforceable in accordance with their respective terms.

IN TESTIMONY OF WHICH the undersigned, constituting a majority of the present owners of the lots in Larchmont and Larchmont, Section 2, have caused these presents to be executed at Houston, Texas effective as of the 3rd day of February, ~~1991~~. 1992.


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