

*Ruth*

003-93-1082

RESTRICTIONS

LINDALE PARK SECTION SEVEN (7)

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H275924

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS: 0037310 H275924 § 74.75

WHEREAS, the undersigned are the respective owners of certain tracts, lots, or parcels of land in the following described subdivision, described as follows, to-wit:

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LINDALE PARK, Section Seven (7), an unrecorded subdivision in the City of Houston, in Harris County, Texas; and

WHEREAS, it is the desire and intention of all the parties hereto to restrict said land according to a common plan as to use and permissible construction, so that all of said lands shall be benefitted and each successive owner of all or a part of said lands shall be benefitted by the preservation of the value and the character of said lands;

NOW THEREFORE, for and in consideration of the mutual benefits, promises, covenants, and agreements of the undersigned parties, being a majority of the individuals owning said tracts, lots, or parcels of land in said Section, as respectively set out next to their several signatures below, each to the others as coventors and coventees, and expressly for the benefit of and to bind, their successors in interest, the said parties agree as follows:

ARTICLE I  
DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any singular lot, tract or parcel of land, or portion thereof, on which there is or will be built a single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2. "Properties" shall mean and refer to all that certain real property hereinafter described in Exhibit "A".

3. "Lot" shall mean and refer to any tract or parcel of land described by metes and bounds or otherwise, lying and being situated in Lindale Park Section Seven (7), an unrecorded subdivision, owned by any

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person or entity, on which there is or will be built a single family dwelling.

4. "Declarant" shall mean and refer to the undersigned owner(s) as defined in number 1.

## ARTICLE II

### ARCHITECTURAL CONTROL

The external design and location of (a) any new building, structure, fence, wall, or landscaping which may be commenced, erected, or maintained upon the property, or (b) any existing building, structure, fence, wall or landscaping being changed, remodeled, or altered, must conform to, and be in harmony with the majority of other existing and surrounding structures and topography.

## ARTICLE III

### USE

1. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling (excluding garage apartments). All Lots shall be known and described as residential lots, and none of said Lots shall be used for any type of business or commercial purposes.

2. 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.

3. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. This provision shall not apply to a permanent garage apartment.

4. No signs of any character shall be allowed on any Lot except one (1) sign of reasonable size advertising the property for sale or rent. This provision shall not apply to "temporary" signs, including, but not limited to, garage sale signs, political signs, or other public service notices.

5. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers.

6. 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 primarily for any commercial purpose.

7. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

#### ARTICLE IV

##### GENERAL PROVISIONS

1. Any owner or owners, either individually, or acting by and through Lindale Park Civic Club, a Texas non-profit corporation, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

2. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

3. The covenants, conditions, and restrictions of this declaration shall not be binding and effective upon the properties described herein unless 65% of the owners in Lindale Park Section 7 sign this instrument by FEBRUARY 3, 1982. If the required percentage of owners fail to sign by such date, then these Restrictions will be null and void and of no force and effect.

4. The covenants, conditions, and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by any owner or owners of any Lot subject to this declaration, acting individually or by and through the Lindale Park Civic Club, a Texas non-profit corporation, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein shall be effective for a term of twenty (20) years from the effective date hereof, after which time said covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years.

The covenants, conditions and restrictions of this declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 80% of the Lot Owners of the Lots herein restricted, during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 66% of the Lot Owners of the Lots herein restricted. No amendment shall be effective until recorded in the County Clerk's Records of Harris County, Texas.

5. Any non-conforming use which does not comply with the restrictions and covenants set forth herein which were actually and lawfully in existence prior to the adoption of this instrument shall not be affected by the terms hereof; and no provisions herein shall be enforceable against any present owner whose non-conformance falls within the terms and consideration of this paragraph; provided, however, that the voluntary discontinuation of any "non-conforming use" by any owner herein shall operate to prevent the reestablishment of such use after said abandonment.

EXECUTED by the undersigned in multiple copies on the date(s) written below, but to be effective as of OCTOBER 3, 1981.

This instrument may be executed in counterparts, all of which shall be considered but one and the same instrument.

RETURN TO:  
RONALD O. EVENSEN  
618 MILWAUKEE  
HOUSTON, TEXAS 77009