

CERTIFICATE OF FILING

**DAVID CROCKETT ADDITION, HOUSTON, TEXAS
COMPILATION OF AMENDED AND RESTATED DEED RESTRICTIONS
(Reflecting Amendments Through 2020)**

Explanatory Note: The document attached hereto is an unofficial compilation of the covenants, conditions and restrictions, as amended to date, that apply to properties in the David Crockett Addition in Harris County, Texas. It is based on filed copies of the original restrictions that were created and applied to properties in the Addition in 1949 by Frank W. Sharp, the developer of the Addition, and of subsequent amendments adopted and filed in 1950, 1951, 1952, 1953 and 2019. Provisions of the original restrictions that were deleted by the amendments are not included in this document, and provisions that were amended or added by the amendments are included in this document as they were amended or added.

This document has been prepared for convenience of use only and is not itself a legally binding document. It does not purport to create, amend or annul any recorded covenants, conditions or restrictions or to grant any new rights of enforcement with regard to the same, and it is not intended to be relied upon in connection with any legal or title proceedings. Nothing in this compilation document, by the filing of the same, shall be construed as encumbering any real property in the David Crockett Addition or serving as any cloud of title to the same. The legally binding provisions of the covenants, conditions and restrictions applicable to the David Crockett Addition are contained in the original, recorded restrictions and amendments thereto. If there is any difference between the text of this document and the text of those other documents, the text of those other documents shall govern.

Words in brackets have been added during preparation of this document to aid understanding and readability. Minor changes in formatting have been made to aid readability, but the order of the provisions has not been changed from the original. This document was prepared in December 2020.

Stephen A. Massad, Member of the 2019
David Crockett Addition Restrictions Modification Petition Committee

STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the ____ day of January, 2021, by
Stephen A. Massad.

Notary Public, State of Texas

The David Crockett Addition is a 32.65 acre tract out of the A. C. Reynolds Survey, in Harris County, Texas, described as follows:

Lots 1 to 7 both inclusive, and Commercial lot "B", in Block 1, [lots between Lake Street and Kirby Drive, south of West Main],

Lots 1 to 15 both inclusive in Block 2 [lots on east side of Virginia St. and west side of Lake Street, in each case south of West Main],

Lots 1 to 18 both inclusive in Block 3 [lots on east side of Ferndale St. and west side of Virginia Street, in each case south of West Main],

Lots 1 to 20 both inclusive in Block 4 [lots on west side of Ferndale St.],

Lots 1 to 20 both inclusive in Block 5 [lots on east side of Ferndale St. and west side of Virginia Street, in each case north of West Main],

Lots 1 to 22 both inclusive in Block 6 [lots on east side of Virginia St. and west side of Lake Street, in each case north of West Main, including properties at 2705 and 2707 W. Alabama and 2702 W. Main], and

Lots 1 to 12 both inclusive, and Commercial lot "A", in Block 7 [lots between Lake Street and Kirby Drive, north of West Main].

Such land is subject to covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

DEFINITIONS

The word "street" as used herein shall include any street, drive, boulevard, road, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

A "corner lot" is one that abuts on more than one street. Any lot, except a corner, is deemed to front on the street upon which it abuts. A corner lot shall be deemed to front on the street designated by the Architectural Committee as hereinafter provided.

USE OF LAND

(a) Except as herein noted, no lots shall be used for anything other than residential purposes. [Note: The lots in Block 1 and Block 7, which are those between Lake Street and Kirby Drive, were designated for commercial use by Frank W. Sharp after the original restrictions were created.]

(b) No sign of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than one square foot, 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 construction and sales period. [Note: This provision is not interpreted to prohibit signs for political candidates.]

(c) 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 they are not kept, bred, or maintained for any commercial purpose.

(d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes. [Note: The amendments adopted in 2019 provide that this paragraph (e) does not apply to commercial properties in Blocks 1 and 7.]

ARCHITECTURAL RESTRICTIONS

[Note: When building a new home or doing major remodeling, most owners/builders erect a temporary fence around the construction site, and they put any portacan and dumpster inside the fence. If the fence is closed and locked when workers are not present, it also keeps intruders away from the job site. While the deed restrictions do not require a fence, the Architecture Committee recommends it and most owners and builders find it advantageous.]

No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot or homesite in David Crockett Addition until plans and specifications have been submitted to and approved in writing by the Architectural Committee as hereinafter constituted. Such approval is to include exterior design, the type of material to be used and the colors to be applied on the exterior of the structure, and such approval is to be based on the following general requirements, stipulations and restrictions:

(a) No residence shall be erected on any residence lot or homesite of less frontage than 60 feet. No residence shall be constructed on any lot or homesite having a minimum area of less than 6600 square feet.

[Note: The remainder of this paragraph (a), which was added by the 2019 amendments, applies only to residential properties on Lake Street, including 2705 and 2707 W. Alabama and 2702 W. Main, on which duplexes and four-unit apartments are or were originally permitted in addition to single family houses.]

Notwithstanding the foregoing, however, any parcel or tract resulting from a replat recorded after the Effective Date [May 1, 2019] of any of Lot 11 of Block 6, Lots 15 through 21 inclusive of Block 6 and any of Lots 10 through 16 inclusive of Block 2 [i.e., the west side of Lake Street, other than the lots containing the Previously Subdivided Tracts that are separately addressed below] may have a frontage of less than 60 feet and a minimum area of less than 6600 square feet, provided that:

(1) any such subsequent replat is approved by the appropriate department of the City of Houston,

(2) the frontage of the replatted parcel or tract shall be not less than 30 feet (or, if less, one-half the frontage of the lot as it exists prior to the Effective Date),

(3) the minimum area of the replatted parcel or tract shall be not less than 3300 square feet (or, if less, one-half the square footage of the lot as it exists prior to the Effective Date), and

(4) no structure shall be erected on such replatted parcel or tract other than one detached single-family dwelling that complies with the restrictions on height and number of stories applicable to such property, and one one- or two-car garage.

In addition, notwithstanding the provisions of paragraph (l) below that require that the minimum setback of the building line from the side property lines of any lot be not less than five feet, the minimum setback of the building line of any such single family residence erected after the Effective Date on any such subsequently replatted parcel or tract from the side property line of such replatted parcel or tract may be less than five feet from the side property line that such replatted parcel or tract shares with any directly adjacent parcel or tract that also results from the same replat, provided that it shall be not less than three feet therefrom.

The properties that were originally Lots 12, 13, and 14 of Block 6 have been subdivided prior to the Effective Date into seven separate tracts known as 3110, 3112, 3114, 3116, 3118, 3120 and 3122 Lake St., and the property that was originally Lot 22 of Block 6 has been subdivided prior to the Effective Date into three separate tracts designated as Tracts 22A, 22B and 22C of Block 6 [also known as 3002 Lake St., 2705 W. Alabama and 2707 W. Alabama] (these ten tracts shall be collectively referred to in this section as the "Previously Subdivided Tracts"). The area and frontage of the Previously Subdivided Tracts as they exist as of the Effective Date, and the building line setbacks of the improvements on the Previously Subdivided Tracts as such setbacks exist as of the Effective Date, are hereby grandfathered and deemed not to be in violation of these restrictions. In the event any owner of a Previously Subdivided Tract elects to replace, materially alter or otherwise construct any new or modified improvement on any Previously Subdivided Tract after the Effective Date, the building line setbacks applicable

to said improvements may be less than the minimum building line setbacks stated elsewhere herein, so long as such setbacks are not less than the respective setbacks of the improvements that existed as of the Effective Date on such respective tract, and no structure shall be erected on any Previously Subdivided Tract after the Effective Date other than one single family dwelling that complies with the restrictions on height and number of stories applicable to such tract, and one one- or two-car garage.

(b) All Lots in the tract shall be known and described as residential lots except lots 1 to 7 both inclusive and Commercial Lot "B" in Block 1, and Lots 1 to 12 both inclusive and Commercial Lot "A" in Block 7, [the lots that are between Lake Street and Kirby Drive], which were designated by Frank W. Sharp for commercial use. [Note: The original restrictions also gave Frank W. Sharp the option to designate Lots 1 to 15 inclusive in Block 2 and Lots 1 to 22 inclusive in Block 6 (i.e., the lots on the east side of Virginia Street and the lots on the west side of Lake Street) as nonresidential, but he designated those lots as residential in two amendments in 1950.]

(c) All Lots in Blocks 2, 3, 4, 5 and 6 shall be used only for residential purposes. No structure shall be erected on any of Lots 1 through 8 inclusive in Block 2, any of Lots 1 through 10 inclusive in Block 6, any Lot in Block 3, any Lot in Block 4 or any Lot in Block 5 other than one detached single-family dwelling not to exceed two stories in height and one one- or two-car garage, and no structure shall be erected on any of Lots 9 through 15 inclusive in Block 2 [i.e., the west side of Lake Street south of W. Main] or any of Lots 11 through 22 inclusive in Block 6 [i.e., the west side of Lake Street north of W. Main, including 2705 and 2707 W. Alabama and 2702 W. Main] other than either one-single family dwelling, one duplex or one four-unit apartment, none of which shall exceed two stories in height, and one detached garage, except that any such single-family dwelling, duplex or four-unit apartment on any of the above-referenced Lots in Blocks 2, 3, 4, 5 and 6 (any of which is referred to as a "residential structure") may exceed two stories in height if:

(1) no part of the residential structure (including chimneys and other fixtures) exceeds 38 feet in height above ground level, and

(2) the number of stories of the residential structure does not exceed two and one-half stories.

For this purpose, with respect to any residential structure that has a pitched roofline, "two and one-half stories" means that:

(i) the square footage of the framed area of the half story on the third-floor level of the structure (whether finished or unfinished) does not exceed 50% of the square footage of the framed area of the second-floor level of the structure, and

(ii) the structure shall have the exterior appearance of a two-story house with attic space (whether finished or unfinished). Roof dormers are permitted.

With respect to any residential structure that has a predominantly flat roof, “two and one-half stories” means that:

(x) the square footage of the framed area of the half story on the third-floor level of the structure (whether finished or unfinished) does not exceed 50% of the square footage of the framed area of the second-floor level of the structure,

(y) the front wall of the third-floor level (including any portion of roof overhanging such wall) of the structure is set back at least 45 feet from the front property line (i.e., the property line running parallel to Ferndale, Virginia or Lake Street, as the case may be) (except that with respect to any four-unit apartment structure built on any of Lots 11 to 21, inclusive, of Block 6 or any of Lots 10 to 15, inclusive, of Block 2 [i.e., Lots with footage on Lake Street] that is otherwise permissible under these provisions, the setback of the front wall of the third-floor level may be less than 45 feet so long as it is at least 42.5 feet) and

(z) the rear wall of the third-floor level (including any portion of roof overhanging such wall) of the structure is set back at least 35 feet from the rear property line.

For this purpose, the “framed area” of a level means all of the area within the inside perimeter of the exterior walls of that level, except that the framed area does not include areas of that level where there is an interior height of less than seven (7) feet. The plans and specifications submitted to the Architectural Control Committee for its approval shall include calculations signed and certified by the architect demonstrating compliance with the foregoing square footage requirements, in such detail and with such supporting documentation as the Committee shall reasonably request. In addition, as a condition to Committee approval of plans, the owner must agree to permit the Committee to inspect the building from time to time during construction to verify that the building as constructed complies with the approved plans. For purposes of determining two and one-half stories, a house with a shed roof shall be treated as a house with a flat roof.

The foregoing provisions permitting two and one-half stories apply only to the main structure on a lot. They do not apply to any outbuilding. Outbuildings may not exceed two stories in height even if the main structure is two or two and one-half stories in height. In addition, notwithstanding the provisions of paragraph (o) of these covenants, conditions and restrictions, an outbuilding may be two stories in height even if the main structure to which it is appurtenant is only one story in height. In no event may the height of any part of any outbuilding exceed twenty-five (25) feet above ground level.

[Note: The above paragraph (c) reflects amendments made in 2019.]

(d) No structure shall be moved onto any lot.

(e) No trailer, basement, tent, shack, garage or other outbuilding erected in the tract shall at any time be used as a residence, except as provided in paragraph (f) below, nor shall any residence of a temporary character be permitted.

No temporary building shall be erected or maintained on any lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(f) No garage apartments shall be permitted on any lots in Block 3, 4, and 5. However, this shall not prevent occupancy of servants' quarters by domestic servants domiciled with an owner or occupant. [Note: See also paragraph (c) for related provisions.]

(g) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(h) The Architectural Committee reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made with thought in mind of the best general appearance to that immediate section.

(i) Dwelling on corner lots shall have a presentable frontage on all streets on which that particular corner lot fronts.

(j) No residence shall be constructed on any lot or building site in the Addition for less actual cost than Five Thousand Dollars (\$5,000.00). These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of January 1, 1949, and all future value of improvements is to be given consideration based upon comparable costs of labor and material at the time of construction using the basic value hereinabove given.

(k) No residence shall be constructed on any lot or building site in this Addition with less than Eight Hundred (800) square feet of ground floor area exclusive of open porches and garage.

(1) The building lines of any residence to be erected in David Crockett addition shall be as follows: Not less than twenty-five (25) feet from the front property line and not less than five (5) feet from the side property lines except that on all corner lots no structure shall be erected nearer than fifteen (15) feet to the side street line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. [Note: See the second-to-last paragraph of paragraph (a) above for certain exceptions that apply to lots on the west side of Lake St.]

(m) No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the written consent of the Architectural Committee.

(n) No radio aerial wires shall be maintained on any portion of any residential lot forward of the front building line of said lot.

(o) No garage, servant's house or other outbuilding of any kind shall be erected on any residential lot nearer than seventy (70) feet to the front property line, nor nearer than three (3) feet to either side property line, nor nearer than the easement on the rear or side property line of said lot.

This does not apply to garage and servant's quarters when attached to main residence but any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

No out buildings shall exceed in height the dwelling to which they are appurtenant, without the written consent of the Architectural Committee. Every out-building except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

The right is reserved by the Architectural Committee to change these restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate Community.

(p) No building of frame construction on the exterior of any kind or character shall be erected on any lot unless same at the time of construction shall receive at least two coats of paint.

(q) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land [on] which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line.

(r) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property,

(s) 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.

ARCHITECTURAL COMMITTEE

The Architectural Committee and its successors are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such Committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full right and authority to act hereunder and to designate a representative to so act. In the event said Committee or its designated representative fails to approve or disapprove in writing any design or location within thirty days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. At any time a vacancy exists on said committee, Frank W. Sharp shall have the right to fill any vacancies; and should he fail to do so within thirty days after receiving notice of such vacancy, the remaining members or member of the Committee shall have the right to fill any vacancy. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument which shall be filed for record in Harris County, Texas. The powers and duties of the Committee as from time to time constituted shall continue in force during the effective period of the restrictions hereby created. Thereafter the owners of fifty-one percent of the lots in David Crockett Addition (one lot or homesite constituting one ownership) becoming dissatisfied with the Committee as then constituted shall have the right to remove any member or members of said Committee, and may designate and appoint a new member or members by written petition bearing the signature of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

DURATION OF RESTRICTIONS

All of the restrictions and covenants herein set forth shall continue and be binding upon Frank W. Sharp and upon his heirs and assigns for a period of twenty-five (25) years from the date this instrument is filed for record in the office of the County Clerk of Harris County, Texas, and shall automatically be extended thereafter for successive periods of fifteen (15) years; provided, however, that the then owners of the legal title to the lots shown by the records of Harris County, Texas, having more than fifty percent of the front footage of the lots shown on the recorded plat of David Crockett Addition, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restriction or covenant created by deed from Frank W. Sharp at the end of the first twenty-five (25) year period or at the end of any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in

writing for such purpose and filing the same for record in the manner then required for the recording of land instruments, at least two (2) years prior to the expiration of the first twenty-five (25) year period, or at least two (2) years before the expiration of any fifteen (15) year period thereafter.

AMENDMENT OF RESTRICTIONS

These covenants, conditions and restrictions may be amended at any time by the filing of an instrument in the Official Public Records of Real Property of Harris County, Texas, executed by record owners (as reflected in such Official Public Records): (1) representing not less than two-thirds (2/3) of the total number of lots of the David Crockett Addition (as evidenced by the plat of same, as amended and/or supplemented), and (2) approving said amendment. Any parcel or tract resulting from a subdivision of any lot shall be treated for this purpose as a fraction of a lot based on the square footage of such parcel or tract divided by the total square footage of such Lot prior to being subdivided. [Note: This provision was added by the amendments made in 2019.]

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon Frank W. Sharp, his heirs and assigns and all parties claiming by, through or under him or them, end all subsequent property owners in said Addition, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions, provided, however, that no such person or Corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned.

Frank W, Sharp, his heirs and assigns, shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

In addition to and not in place of the foregoing rights of enforcement, David Crockett Addition Property Owners Association, a Texas non-profit corporation with Texas Secretary of State File No. 0123366201, or any successor property owners association (such corporation or successor association being called the "Association") shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions and restrictions contained herein. The Association is authorized to seek any remedy provided for under Texas law. Failure of the Association to enforce any of the provisions herein shall in no event constitute a waiver or

abandonment of the right to do so thereafter. [Note: This paragraph was added by the 2019 amendments.]

EASEMENTS

It is agreed that all sales and conveyances of lots and dedication of streets in said Addition shall be subject to the easements and rights of way as shown on the map of David Crockett Addition filed on the 9th day of May, 1949, County Clerk's File Number 625546 and to any easements over, under, along, and across such portions of each lot, as may be reserved in each deed as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the Addition and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid.

There is also reserved and dedicated herewith for the use of all public utility companies, easements for down guy anchors and push braces adjacent to and within three (3) feet of the side lines of lots in said Addition, said down guy anchors end push braces to extend not more than twenty-five (25) feet from the center line of the dedicated easements as shown on the map of said Addition. There is also reserved and dedicated herewith for use of all public utility companies and [sic] unobstructed aerial easements five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all dedicated utility easements as shown on the map of said Addition.

This instrument of dedication relates to and affects the above described property and shall not affect other property not herein described.