

Facsimile copy on file: Recorded and registered 3/6/00 with Beverly B. Kaufman, County Clerk.
Registration number: 531-01-2315

**AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS OF WINLOW PLACE**

STATE OF TEXAS)
)
COUNTY OF HARRIS) KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being a majority of the owners of the lots located in WINLOW PLACE, an addition in Harris County, Texas according to the map or plat thereof recorded in volume 6, page 46, of the Map Records of Harris County, Texas (“WINLOW PLACE”), excepting lots on Westheimer Road and West Alabama Street, hereby covenant and agree, each for himself and among themselves, to amend and restate the Existing Restrictions (as defined in subsection (K) below) to restrict all lots in WINLOW PLACE, excepting lots on Westheimer Road and West Alabama Street, that are bound by such Existing Restrictions and/or whose owners signatures are hereto affixed as follows:

A. Residential Purposes:

(1) No lot shall be used for any purposes except residential purposes.

The term “residential purposes” as used herein excludes, without limitation, hospitals, clinics, apartment houses, mobile homes, boarding houses, hotels, condominiums, townhouses, townhomes, patio homes, and lofts, as well as commercial and professional uses, whether from homes, garages, or otherwise, and all such uses of the lots are expressly prohibited.

(2) No building shall be erected, altered, placed, or permitted to remain

on any lot other than one single family dwelling for use as a single family dwelling with one garage, or one duplex dwelling with one garage, provided, however, that each unit of such duplex shall be used only as a single family dwelling; provided, further, this restriction does not preclude or prohibit the erection, construction and maintenance of one single family garage apartment on any lot. Any such duplex dwelling and/or garage apartment, however, must comply with the other restrictions herein set forth. A “duplex dwelling” shall mean a single building with two single family residences included therein, with each residence on a separate floor or side-by-side, but shall exclude condominiums, townhouses, townhomes, patio homes, and lofts. A duplex dwelling shall be constructed to have the appearance of a single family residence and be of the type and character of the duplex dwellings built in the initial development of WINLOW PLACE. Title to a garage, garage apartment, or unit within any

dwelling shall not be conveyed separately from 1) the lot upon which it is located or 2) any other units and/or structures located on the same lot as such garage, garage apartment, or unit.

B. Property Lines; Height Restriction: No residence shall be constructed nearer than 25 feet to the front property line, or nearer than 10 feet to any side street on any lot facing Marshall, Kipling, or North on Harold Avenue; and no residence shall be constructed nearer than 20 feet to the front property line or nearer than 10 feet to any side on lots facing South on Harold Avenue or lot facing Hawthorne Avenue. No garage or garage apartment shall be constructed nearer than 65 feet to the front property line or nearer than 20 feet to any side street line. These restrictions establishing building lines apply to galleries, porches and porte cocheres, but will not be construed to apply to entrance steps. No building shall be constructed on any lot in WINLOW PLACE with a height (excluding chimneys) exceeding 32 feet from the natural grade level of said lot. All buildings constructed shall have the exterior appearance of having not more than two stories, provided; however, this does not preclude the addition of dormers or windows for conversion of attic space to living space.

C. Subdivision Restriction: No lot in WINLOW PLACE shall be subdivided to include less than 6250 square feet of land.

D. Weeds: Grass, vegetation, and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance.

E. Trash: No trash, ashes, or other refuse may be thrown on any lot in this addition. Trash, garbage and other waste shall not be kept except in sanitary containers.

F. Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; dogs, cats, or other household pets may be kept, but positively not bred or raised for commercial use, and shall not be permitted to run loose in WINLOW PLACE, in accordance with the City Code of the City of Houston.

G. Nonconforming Buildings, Lots and Conveyances (Grandfather Clause):

(1) A building or structure that lawfully exists as of the effective date hereof, but does not conform to the restrictions on structures set forth herein, is considered a permitted nonconforming structure and may continue as long as it remains lawful; provided, however, that all restrictions stated herein shall apply to any remodeling and/or additions to a permitted nonconforming structure and to any new structures erected on the same lot

(2) A lot that lawfully exists as of the effective date hereof, but does not conform to the restrictions on lots set forth herein, is considered a permitted nonconforming lot; provided, however, that the square footage of a permitted nonconforming lot shall not be reduced.

(3) Residential units owned separately but those whose land is owned in common by the owners of the residential units as of the effective date hereof is considered a permitted nonconforming conveyance. Each residential unit acquired by a permitted nonconforming conveyance may be subsequently conveyed as permitted by law.

(4) In the event that a permitted nonconforming structure is damaged or destroyed by fire or other casualty not intentionally caused by the owner or the owner's agent, the permitted nonconforming structure may be restored.

H. Enforcement by WINLOW PLACE Civic Club: The WINLOW PLACE Civic Club, a Texas non-profit corporation created pursuant to Charter No. 01240489-1, shall have the non-exclusive right to enforce these covenants and restrictions. Neither the WINLOW PLACE Civic Club, nor its directors, officers, agents or representatives shall be liable for any damages (including, without limitation, legal fees or costs) in connection with any action taken in good faith to enforce these covenants and restrictions.

I. Termination/Amendment of Restrictions: These covenants and restrictions shall run with the land and shall be binding on all owners of lots in WINLOW PLACE, whose signatures are hereto affixed and/or who are bound by the Existing Restrictions (as defined in subsection (K) below), excepting lots on Westheimer Road and West Alabama Street, and all persons claiming under them, until January 1, 2005, after which time said covenants and restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by the then owners of at least fifty-one percent (51%) of the lots in WINLOW PLACE which lots are then subject to these covenants and restrictions, excepting lots on Westheimer Road and West Alabama Street, is filed for record in Harris County, altering, rescinding, or modifying said covenants and restrictions. These covenants and restrictions may be amended or modified at any time by an instrument signed by the then owners of at least fifty-one percent (51%) of the lots in WINLOW PLACE which lots are then subject to these covenants and restrictions, excepting lots on Westheimer Road and West Alabama Street, which amendment or modification will become effective as to all lots then subject to these covenants and restrictions immediately upon filing.

J. Interpretation: These covenants and restrictions shall be construed and interpreted individually, and the invalidity or waiver of any covenant and restriction shall not affect any other covenant and restriction. These covenants and restrictions shall be liberally construed and interpreted to accomplish the purposes for which they are intended, which is to limit building density, preserve the general scheme of the initial development in WINLOW

PLACE, and encourage preservation and construction of dwellings of the type and character built in the initial development of WINLOW PLACE.

K. Existing Covenants and Restrictions; Effectiveness: These covenants and restrictions are intended to amend, modify, and restate the Covenants and Restrictions recorded in the Official Records of Real Property of Harris County, Texas under Film Code No. 116-03-1974, having been re-recorded from time to time to evidence the joinder of additional lots in WINLOW PLACE (the "Existing Restrictions"). It is the intent of these covenants and restrictions that the Existing Restrictions, as amended and restated hereby, shall continue in full force and effect.

These covenants and restrictions shall become effective upon filing of this instrument duly executed on the attached Exhibit "A" by a majority of the then owners of the lots in WINLOW PLACE, excepting lots on Westheimer Road and West Alabama Street.

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