

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

DECLARATION OF RESTRICTIONS
GARDEN OAKS, SECTION ONE, LOTS 8, 9, 10 & 11, BLOCK 14 HARRIS COUNTY,
TEXAS

WHEREAS, GARDEN OAKS BAPTIST CHURCH, a Texas nonprofit corporation (“Seller”), and _____, as successor to TLPE, LLC, a Texas limited liability company (“Purchaser”), entered into that certain Purchase and Sale Agreement dated October 31, 2017 (as amended, the “Contract”), for the purchase and sale of that certain 1.742 acre tract of land situated in the City of Houston, County of Harris, State of Texas, more specifically described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Land”);

WHEREAS, the Seller desires to restrict the use of the Land by this instrument in accordance with the Contract. Except as set forth within the Contract, no other provision of the Contract continues to affect the Land after the recording of this document;

WHEREAS, the Seller desires to restrict and hereby does RESTRICT the use of the Land by this instrument known as “Declaration of Restrictions” (the “Declaration”) in accordance with the restrictions, covenants and conditions set forth herein.

NOW THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Seller agrees and declares that the Land shall be held and conveyed subject to the following restrictions, covenants, and conditions:

SECTION 1. TERM. This Declaration shall run with the Land, and be binding on the Land, Purchaser and all future owners of the Land (“Future Owners”). This Declaration shall be and remain in effect for a period of 40 years after the date that this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by the Owners of not less than a majority of the lots located in Garden Oaks Section One Subdivision in Harris County, Texas agreeing to terminate this Declaration has been recorded within the year immediately preceding the beginning of a 10 year renewal period, in which case this Declaration shall terminate at the end of its original term or the applicable extension period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this Section. This Declaration benefits the Seller’s retained property on which the Garden Oaks Baptist Church is situated and all lots and owners of property located in the Garden Oaks Section One Subdivision.

SECTION 2. LAND USE RESTRICTIONS. The Land shall be restricted and NOT used for any of the following:

- a.) any sexually-oriented business, including, without limitation, a topless or semi-nude dancing establishment, adult book store, video store selling or renting any movies that are rated “X” or “XXX”, escort or massage parlor, or store which predominately sells condoms; provided, however, the foregoing shall not prohibit a nationally or regionally-recognized franchise massage business, such as by way of example Massage Envy and Massage Heights, or a high-end day spa or salon that offers medical or therapeutic massages as an ancillary service (so long as said massages are performed by licensed, professional massage therapists);
- b.) any new or used car sales or new or used car dealerships;
- c.) a boarding kennel for animals, except for in-store (inside) facilities that are used in connection with the operation of a pet store or a veterinary clinic or hospital;
- d.) RV park, mobile homes or tents;
- e.) any use that is offensive by reason of gas, dust, smoke, noise, pollution or vibration or that otherwise constitutes a public nuisance or is hazardous, dangerous or unsafe to the public;
- f.) commercial excavation of building or construction materials (but excluding excavation in connection with the construction of improvements on the Land);
- g.) dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, refuse (exclusive of Trash Receptacles [as hereinafter defined] located on the Land), or the construction or operation of water or sewage treatment plants or electrical substations (excluding such plants as may be operated by public utility companies or by utility districts or governmental authorities providing such services to the Land), or the creation of a scrap materials yard;
- h.) smelting of iron, tin, zinc, or other ores; or refining of petroleum or its products;
- i.) outside storage in bulk of bulk or used materials, except in connection with construction of improvements on the Land;
- j.) any gun store or shooting range;
- k.) any pawn shop;
- l.) any manufacturing facility or any site for an industrial use;
- m.) any pipe yard or container yard;

- n.) any truck stop or truck washing or car washing or storage yard;
- o.) any “head shop,” store selling vapor cigarettes, hookah pipes or “smoke toys,” or store otherwise associated with marijuana or marijuana paraphernalia;
- p.) a bar, tavern, nightclub, dance hall, liquor store, hookah bar, ice house or similar establishment that sells alcoholic beverages, except that alcoholic beverages may be sold as part of a restaurant or restaurant/bar business for on-premises consumption so long as such alcohol sales do not exceed 50% of such occupant’s annual gross sales;
- q.) a cemetery or grave yard;
- r.) a tattoo, piercing or body art parlor;
- s.) a medical service facility that supports or provides abortion services; and
- t.) no fast food restaurant with a drive-through or any use that requires an exterior sound system for customer communication.

The exception to the restriction set forth in subsection p.) above shall in no way be interpreted as an attempt to supersede or modify the spacing requirement set forth in the City of Houston Code of Ordinances regarding the sale of alcohol near a church or school.

SECTION 3. SOUND AND SIGHT WALL. The Purchaser shall construct (at its sole cost) a sound and sight barrier solid wall of masonry, Fencecrete or a similar material no less than 8 feet in height above existing natural ground located continuously along the west property line between the Land but located on the Land side of the west property line and the Garden Oaks Section One Subdivision within 90 days from the date the Purchaser buys the Land. Such barrier wall and associated foundation and columns shall be designed and plans sealed by a registered structural engineer and permitted with the City of Houston. The barrier wall shall be maintained in a reasonably good, clean, and safe manner and the maintenance of the barrier wall shall be the responsibility of the owner of the Land. No sheet flow of storm water drainage from the Land will be allowed to drain onto adjacent land parcels; provided, however, this covenant shall not restrict Purchaser or any Future Owner from draining onto Texas Department of Transportation land pursuant to other agreements.

SECTION 4. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on the Land nor shall the Land be used or maintained as a dumping ground for such materials; provided, however, Purchaser and any Future Owner shall be allowed to install and use dumpsters and/or other trash containment systems (collectively, “Trash Receptacles”) on the Land. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view by a solid masonry, Fencecrete, or similar material wall and solid metal gates a minimum height equal to the height of the metal containers but in no case less than 8 feet in height. All rubbish, trash and garbage shall be regularly removed from the Land between 6:00 AM and 9:00 PM only and is prohibited at all other times.

The Trash Receptacles used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. The placement of dumpsters and trash receptacles must be located no less than 20 lineal feet from the Garden Oaks Section One Subdivision property line. Purchaser and/or any Future Owner of the Land shall remove such prohibited matter from the Land at regular intervals at its expense.

SECTION 5. NUISANCE. It shall be the responsibility of the Purchaser and Future Owners of the Land to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Land. The Land shall not be used, in whole or in part, for the storage of anything that will cause the Land to appear to be in an unclean or untidy condition or that will be obnoxious to the eyes of a reasonable person; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise, light or other condition that would disturb the peace, quiet, or safety of a reasonable person occupying a lot in the Garden Oaks Section One Subdivision. Notwithstanding anything in the foregoing to the contrary, so long as Purchaser and/or any Future Owner of the Land complies with the terms, covenants and conditions of Sections 2, 4 and 6 hereof, then Purchaser and/or any Future Owner of the Land shall not be in violation of this Section 5.

SECTION 6. EXTERIOR LIGHTS. No light pole or light fixture of any type shall be constructed or erected in excess of 25 feet in height above natural ground on the Land. All exterior lights, including pole lights and building lights, shall be mechanically shielded to prevent light shining in a westerly direction into Garden Oaks Section One lots along the west side of the Land.

SECTION 7. EXTERIOR SIGNAGE. All free-standing pylon and/or monument signage for the Land shall be located only within 25 lineal feet of N. Shepherd Drive. Exterior building signage shall be allowed on the east elevation of all buildings and the eastern most 25 lineal feet of the north and south elevations of all buildings. Letters and numbers shall be permitted to be installed on all service doors on the west elevation of any buildings located on the Land in order to identify the occupant and suite number. Wayfinding signage shall be permitted on the Land.

SECTION 8. SITE LANDSCAPING. All exterior parking lot areas shall be planted in conformance with the City of Houston requirements with minimum 2-inch caliper Live Oak trees located so that no parking space that abuts the east or west property line of the Land will be more than 50 lineal feet from a planted tree. All planting islands shall be irrigated with an underground irrigation system.

SECTION 9. SCREENING. All rooftop mechanical equipment shall be screened to not be visible from a vertical height of 6 feet or less from the ground at any location on the Land.

SECTION 10. PEDESTRIAN AND BICYCLE ACCOMMODATIONS. The site plan for the Land shall include direct, protected pedestrian access (which may be combined with ADA-compliant access) from the public sidewalk located in N. Shepherd Drive to the building. The provided pedestrian access way shall be a minimum of 5 feet in width. The site plan for the Land shall include metal bicycle racks sufficient in number to provide a minimum of 1 bicycle rack

slot for each 10 automobile parking spaces on the Land. The bicycle racks shall be located on the sidewalk on the eastern elevation of any buildings.

SECTION 11. BUILDING HEIGHT. At no time prior to January 1, 2058 shall any building on the Land exceed 27 feet in height. The height of the building shall be measured perpendicular from the finished floor elevation of the ground level of the building to the top of the roof structure, excluding any architectural feature, screening, parapet, mechanical equipment or similar appurtenance located on the roof of the building.

SECTION 12. OUTDOOR SEATING AND BUSINESS ENTRANCE LOCATION. No outdoor seating established for restaurant service shall be located within 110 lineal feet of the west property line of the Land and no primary business entrance accessible to the public shall be located on the north, south or west side of any building erected on the Land.

SECTION 13. BUSINESS OPERATION HOURS. Any restaurant serving alcohol and any business providing food or merchandise for sale as its primary business shall only be permitted to be operational and open to the public between the hours of 6:00 AM and 12:00 AM.

SECTION 14. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 15. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 16. TITLES. The title of this Declaration and its sections contained herein are included for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration.

SECTION 17. AMENDMENT. This Declaration may only be amended or changed at any time with the prior written consent of the owner of the Land by an instrument signed by the owners of a minimum of 67% of the lots within the Garden Oaks Section One Subdivision, Harris County, Texas. Any amendment to this Declaration must be recorded with the County Clerk in the Official Public Records of Real Property Records of Harris County, Texas.

SECTION 18. ENFORCEMENT. Without limiting the above, the following parties shall have standing to enforce the provisions of this Declaration: (i) the Seller (so long as Seller owns property in Garden Oaks, Section One, a subdivision in Harris County, Texas); (ii) the owners of any property located in Garden Oaks, Section One, a subdivision in Harris County, Texas; and (iii) the Garden Oaks Maintenance Organization, Inc. or other homeowners association duly formed and established in accordance with the Texas Property Code for Garden Oaks, Section One, a subdivision in Harris County, Texas.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE NEXT FOLLOWS]

SELLER:

GARDEN OAKS BAPTIST CHURCH, a Texas
nonprofit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 20__, by
_____, _____;
_____, _____; and _____,
_____ of GARDEN OAKS BAPTIST CHURCH, a Texas nonprofit
corporation, on its behalf.

Notary Public in and for the State of Texas

My Commission Expires:

Upon Recordation, Return to:

Gulf Coast Commercial Group, Inc.
3120 Rogerdale, Suite 150
Houston, Texas 77042

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

Lot Eight (8), In Block Fourteen (14), of GARDEN OAKS, FIRST SECTION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 14, Page 5 of the Map Records of Harris County, Texas, SAVE AND EXCEPT a strip 10 feet wide off the East side of Lot Eight (8), conveyed to the State of Texas for street purposes, recorded in Volume 4196, Page 73 of the Deed Records of Harris County, Texas; and

Lot Nine (9), in Block Fourteen (14), of GARDEN OAKS, FIRST SECTION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 14, Page 5 of the Map Records of Harris County, Texas, SAVE AND EXCEPT the East 10 feet conveyed to the State of Texas by instrument recorded in Volume 1177, Page 246 of the Deed Records of Harris County, Texas; and

Lots Ten (10) and Eleven (11) in Block Fourteen (14), of GARDEN OAKS, FIRST SECTION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 14, Page 5 of the Map Records of Harris County, Texas, SAVE AND EXCEPT the East 10 feet of Lot 11 in Block 14, conveyed to the State of Texas by instrument dated 8-22-40, recorded in Volume 1172, Page 577 of the Deed Records of Harris County, Texas.