

**AGREEMENT RESPECTING RESTRICTIVE COVENANTS  
(Southgate Addition, Section Three (3))  
Houston, Harris County, Texas)**

On or about September 26, 1945, A. J. Sheffield and C. Mike Murphy filed an instrument containing certain restrictive covenants which are applicable to Southgate Addition, Section Three (3) (hereinafter "Section 3"), in the City of Houston, Harris County, Texas, and which are recorded in Volume 1386, Page 550, of the Deed Records of Harris County, Texas.

On or about May 24, 1946, A. J. Sheffield and C. Mike Murphy filed an instrument amending the deed restrictions applicable to Section 3, such instrument being recorded at Volume 1446, Page 321, of the Deed Records of Harris County, Texas. The two instruments described above are hereinafter referred to collectively as the "Deed Restrictions."

The Deed Restrictions restricted many of the lots in Section 3 for residential purposes only, including Lots 9 through 15, inclusive, Block 3, Section 3.

Rice Temple Baptist Church (the "Church") is presently occupying land in the City of Houston, Harris County, Texas, adjacent to Southgate Addition, Section Two, and Section 3, the legal description of which is:

Beginning at a point in the east line of Greenbriar Drive, same being the southwest corner of Lot 1, Block 25, Southgate Addition, Section 2; thence east along the south line of Southgate Addition, Section 2, a distance of 200 feet to point for corner, same being the southeast corner of Lot 4, Block 25, Southgate Addition, Section 2; thence south at right angles and parallel to Greenbriar Drive a distance of 110 feet to a point for corner; thence west and parallel to the south line of Southgate Addition, Section 2, a distance of 200 feet to a point for corner in the east line of Greenbriar Drive; thence north along the east line of Greenbriar Drive a distance of 110 feet to the point of beginning, hereinafter referred to as the "Original Parcel."

The Original Parcel is not presently subject to the Deed Restrictions and may be used for church purposes. The Church also owns the west 14 feet of Lot Nine and the east 45 feet eight inches of Lot Ten, and lots 13, 14 and 15, all within Block 3, Section 3 (the "Currently Owned Lots") and may in the future desire to purchase additional property in said Block out of such lots

9, 10, 11 and 12 as are not currently owned by the Church to be used for church purposes (being herein called the "Future Lots").

The Deed Restrictions automatically renewed without change on September 1, 1970, and again on September 1, 1985. Subparagraph (m) of the Deed Restrictions authorizes the owners of the fee simple title to the lots having more than fifty per cent (50%) of the front feet of the lots shown on the plat of Section 3 to release all of the lots subject to the Deed Restrictions from any one or more of the Deed Restrictions, or to release any lot from any restriction created by the Deed Restrictions, by executing and acknowledging an appropriate agreement, or agreements, in writing for such purpose and filing same for record in the Office of the County Clerk of Harris County, Texas, at least five (5) years prior to the expiration of any fifteen year renewal period.

The Church is seeking the approval of the record owners of more than 50 percent of the front footage of the lots in Section 3 to modify the Deed Restrictions so that the Currently Owned Lots and the Future Lots may be used for church purposes. In order to accomplish the result sought by the Church it is necessary to release the Currently Owned Lots and the Future Lots from the residential only provisions of the Deed Restrictions. The owners signing this instrument are unwilling to unconditionally release the Currently Owned Lots and the Future Lots from the residential only provisions of the Deed Restrictions. The owners signing below will only agree to such a release if such lots are restricted by the owner of such lots to residential and church purposes, as more particularly provided herein.

Accordingly, expressly subject to the following conditions (the "Conditions"), the owners signing below hereby agree that the Currently Owned Lots and, upon acquisition of the Future Lots (or any part of them), the Future Lots (or such part of them as is acquired) shall be released from any of the Deed Restrictions otherwise requiring that such property be used for residential purposes only, the Conditions being as follows:

1. Notwithstanding approval of this instrument by the owners of lots having the requisite percentage of front feet, the release of any of the Future Lots (or any part of them) from any of the Deed Restrictions otherwise requiring that such property be used for residential purposes only shall not be effective unless and until the Church acquires fee simple legal and equitable title to such Future Lot (or part thereof).

2. Any such release of any of the Future Lots and any such release of any of the Currently Owned Lots is further expressly conditioned upon the Church joining in this instrument and restricting the Original Parcel, the Currently Owned Lots and each of the Future Lots (or part thereof) acquired by the Church to the restrictive covenants set out below (the "New Restrictions").

Expressly (i) subject to the Conditions and (ii) approval of this instrument by (A) the Church and (B) the owners of the lots of Section 3 having the requisite percentage of front feet, the Currently Owned Lots are released from subparagraphs (b) and (d) of the Deed Restrictions and, effective upon acquisition by the Church of any of the Future Lots (or part thereof), such of the Future Lots (or part thereof) acquired by the Church are released from subparagraphs (b) and (d) of the Deed Restrictions. The owners signing below further agree that the plat of Section 3 may be amended to release the Currently Owned Lots and such of the Future Lots (or part thereof) acquired by the Church from the easements at the rear (and side) of each of the Currently Owned Lots and Future Lots (or part thereof) as are acquired by the Church, provided substitute easements are provided which are satisfactory to the City of Houston and the serving utility companies and cable TV companies.

In consideration of approval of this instrument (and conditioned expressly on such approval) by the owners of the lots having the requisite percentage of the front footage of the lots in Section 3, the Church hereby restricts the Original Parcel and the Currently Owned Lots to the New Restrictions and dedicates such property to the New Restrictions, effective upon approval of this instrument by the owners of the fee simple title to the lots having more than 50 percent of the front feet of the lots shown on the plat of Section 3, and hereby restricts each of the Future Lots

(or part thereof) acquired by the Church to the New Restrictions and dedicates such property to the New Restrictions, effective, as to each such Future Lot or part thereof acquired by the Church, upon such acquisition of any of the Future Lots or any part thereof acquired by the Church.

### **New Restrictions**

The following constitute the New Restrictions referred to above. Capitalized terms used in the New Restrictions shall have the same meaning as used and defined above.

1. The Original Parcel and the Currently Owned Lots shall only be used for church purposes or residential purposes and for no other purposes.
2. The Future Lots (or such part thereof as are acquired by the Church) shall only be used for church purposes or residential purposes and for no other purposes.
3. The Original Parcel and all other property in Section 3 owned by the Church (now or hereafter acquired) and described herein shall be subject to the following:
  - a. Except as provided in paragraph b., below, no structure, building, edifice or other improvement shall be constructed within five feet of the property line of any lot in Section 3 not owned by the Church or any lot in Southgate Addition, Section Two.
  - b. On the Church owned side along the perimeter boundary line between property owned by the Church and any lot in Section 3 (not owned by the Church), the Church shall construct a barrier (or screening) wall at least six feet in height; provided, however, such wall shall not extend toward the street beyond the setback lines described in subparagraph (k) of the Deed Restrictions.
  - c. No structure, building, edifice or other improvement constructed on the Original Parcel or any other property in Section 3 described herein shall exceed thirty-five feet in height (excluding the steeple). If the existing church building is ever destroyed or removed, whether before or after the effective date of this instrument, then it may be replaced with a building not to exceed thirty-five feet and a steeple height not to exceed sixty-nine feet.
  - d. There shall not be any vehicular access to or egress from any parking area constructed or used by the Church to or from McClendon Street through the front property line of Lots 9, 10 and the East 60 feet of the McClendon Street frontage of Lot 11 in

Block 3, Section 3. If there is a residence existing on any of said lots at the time this instrument becomes effective, the preceding sentence shall not apply to any existing parking (including drive) area which exclusively serves such residence until such residence is removed. Along McClendon Street, beginning with the west 14 feet of said Lot 9, to Greenbriar Drive (excluding permitted driveways) (or such portions thereof owned by the Church) the Church shall install and maintain planted landscaping as a visual buffer. Notwithstanding the foregoing, the preceding sentence regarding a planted landscape buffer along McClendon Street shall only take effect, as to any one lot (or part thereof), upon removal of the respective residence which is present on such respective lot (or part thereof) at the time this instrument becomes effective.

- e. All signs constructed by the Church to identify the Church or any of its programs or activities shall only be constructed along Greenbriar Drive. Along McClendon, the Church shall only construct signs relating to parking and traffic control.
- f. All outdoor lighting constructed by the Church shall face away from the lots of Section 3 (and away from the lots of Southgate, Section 2) and toward Greenbriar Drive.
- g. A reasonable buffer shall be maintained by the Church along its easterly owned boundary of (or which boundary falls within its owned portion of) Lot 9 of Section 3 as a "green space" for use as a park-like area, which area may also be used by the Church as a children's play area. Notwithstanding the foregoing, this provision regarding the maintenance of a green space and paragraph b., above, insofar as it would require the construction of a barrier (or screening) wall along (and on the Church owned side of such boundary) shall only take effect upon removal of the single family residence which is present on such green space at the time this instrument becomes effective.
- h. For purposes of these New Restrictions, "church purposes" shall mean religious, educational, civic, recreational, and social activities conducted or authorized by the Church and includes parking associated with such uses; provided, however, the Church shall not lease or rent any parking areas to or for the benefit of any private commercial activity, business or operation.
- i. For purposes of these New Restrictions, "residential purposes" shall mean single-family residential structures, two-family units, four-family units and townhouses (with common party walls); "Family" shall have its common law meaning as developed by the Courts of this State and shall not include any "group" home; and "Church" shall include its successor and assigns.

- j. No structure, building, edifice or other improvement (including barrier or screening walls and parking areas) shall be constructed by the Church until (i) a copy of the architectural plans and specifications for such construction, (ii) a certificate from a licensed architect stating that such construction, when completed in accordance with such plans and specifications, will comply with these restrictive covenants, and (iii) a certificate by a licensed engineer certifying that the drainage from the Church owned property after such construction will not adversely affect any residential lot in Section 3 or Southgate, Section 2, and that the plans and specifications for such construction and its drainage impact comply with all applicable statutes, ordinances, and regulations, shall have been presented to the Executive Committee of the Southgate Civic Club or its president.
  
- 4. These New Restrictions shall run with the land. None of these New Restrictions shall be changed except as provided in the Deed Restrictions. For purposes of the Deed Restrictions and making any change to these New Restrictions as they apply to the Original Parcel, the Original Parcel shall be considered as part of Section 3 and subject to the provisions of the Deed Restrictions regarding automatic renewal of the Deed Restrictions. All of these New Restrictions shall likewise be considered part of the Deed Restrictions expiring September 1, 2015, and shall automatically renew thereafter with the Deed Restrictions, so long as the Deed Restrictions or any part thereof remain in effect and subject to any change as authorized by the Deed Restrictions.

Each of the persons signing below represents that such person is the owner of the lot or lots or parts thereof in Section 3 identified on such person's counterpart signature page. To the extent that any person is signing on behalf of an entity or in a representative capacity, such person represents to each other party signing this instrument (or any counterpart hereof) that such person is authorized to execute and deliver this instrument on behalf of such entity or in such representative capacity, as the case may be. Each person signing a counterpart signature page expressly authorizes attachment of such counterpart signature page to an original or counterpart of this Agreement Respecting Restrictive Covenants and the recording of such Agreement with such counterpart signature page attached in the Official Public Records of Real Property of Harris County, Texas. One or more counterparts of this Agreement, with one or more counterpart

signature pages attached, may be signed and recorded, and all of same together shall constitute one instrument.

PRINTED NAME OF OWNER

ADDRESS OF OWNER

RICE TEMPLE BAPTIST CHURCH

6409 Greenbriar  
Houston, Texas 77030

which owns the Original Parcel described in the foregoing Agreement, all of lots 13, 14 and 15, and the west 14 feet of Lot Nine and the east 45 feet eight inches of Lot Ten, all in Block 3, Southgate, Section Three (3), Harris County, Texas.

RICE TEMPLE BAPTIST CHURCH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS       §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of February, 1995, by \_\_\_\_\_, \_\_\_\_\_ of RICE TEMPLE BAPTIST CHURCH, a \_\_\_\_\_, on behalf of said church.

[SEAL]

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires: \_\_\_\_\_

[Nothing further on this page. Counterpart signature pages follow.]

**COUNTERPART SIGNATURE PAGE TO  
AGREEMENT RESPECTING RESTRICTIVE COVENANTS  
(SOUTHGATE ADDITION, SECTION THREE (3)  
HARRIS COUNTY, TEXAS)**

[Instruction: Print name of each owner and address; insert lot number or numbers of all owned lots or parts of lots and block number; sign; have notarized]

**PRINTED NAME OF OWNER**

**ADDRESS OF OWNER**

\_\_\_\_\_ who own(s) all or part of **Lot or Lots** \_\_\_\_\_, in **Block** \_\_\_\_\_, Southgate, Section Three (3), Harris County, Texas. The undersigned authorize(s) attachment of this page and the accompanying notarial certificate to the Agreement Respecting Restrictive Covenants (Southgate Addition, Section Three(3), Houston, Harris County, Texas).

THE STATE OF TEXAS       §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 1995, by \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:\_\_\_\_\_



[Corporate Acknowledgment, if needed.]

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 1995, by \_\_\_\_\_,  
\_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
corporation, on behalf of said corporation.

[SEAL]

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:\_\_\_\_\_

[Partnership acknowledgment, if needed.]

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 1995, by \_\_\_\_\_, general partner of  
\_\_\_\_\_, a [name of state]\_\_\_\_\_ [limited/general - strike the one  
inapplicable] partnership, on behalf of said partnership.

[SEAL]

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:\_\_\_\_\_