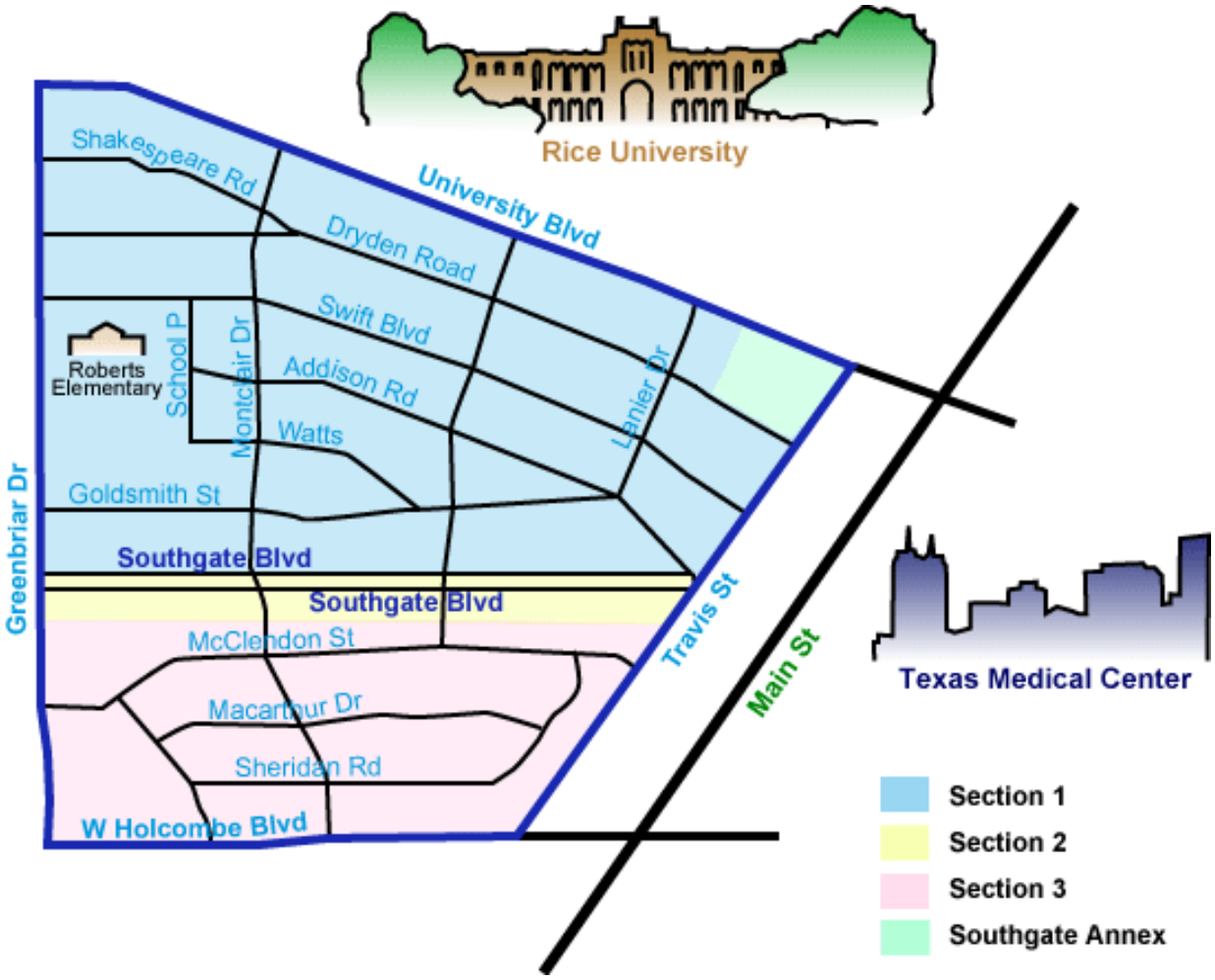

Rice University
Shakespeare Rd
University Blvd
Dryden Road
Swift Blvd
Addison Rd
Watts
Goldsmith St
Roberts Elementary
School P
Montclair Dr
Lanier Dr
Greenbriar Dr
Southgate Blvd
Southgate Blvd
McClendon St
Macarthur Dr
Sheridan Rd
W Holcombe Blvd
Travis St
Main St
Texas Medical Center
Section 1
Section 2
Section 3
Southgate Annex

Rev. 11-1-2026

SUMMARY OF AMENDED & RESTATED SOUTHGATE DEED RESTRICTIONS

- The amended and restated deed restrictions for Southgate Sections 1, 2, 3 and the Annex distinguish between "construction" restrictions and "use" restrictions.
- **Construction restrictions for all Lots/Buildings:**
  - NEW: 4 story and 50' height limit for Single-Family and Multi-Family construction
  - NEW: main building must front the street (existed before only in Section 3)
  - NEW: The following are not allowed in the front yard beyond the front setback line: solid or opaque fences without visibility (exception for corner lots), back-up generators, swimming pools, tennis/pickle ball courts, basketball courts or trampolines
  - NEW: Garage/outbuilding limited to maximum of 900 sq. ft. living space.
  - NEW: Construction allowed Mon-Sat: 7:30 am–7 pm weekdays, 9 am–6 pm Sat./holidays
  - Only one main residence per Lot
  - Exterior: Southgate Secs 1, 2, 3 and Annex: At least 51% of the main exterior walls of a Dwelling shall be brick, stone, stucco or fireproof masonry (>50% for Section 3).
  - Front/Side setbacks for Single-Family are the same as before (see details in restrictions)

- **Multi-family specific construction restrictions**:
  - NEW: Cap of 10 units in Southgate Annex, 6 units in Southgate Sections 1 and 2, and 4 units in Section 3 (Section 3 unit cap is unchanged from before)
  - NEW: minimum unit size 600 sq. ft.
  - NEW: minimum off-street parking required (1.5 spots per unit)
  - NEW: 5' side setback for multi-family in Southgate Section 1 and Annex
  - NEW: Each unit must be independent and can't share a kitchen, bathroom, or any interior common areas with another unit; maximum 3 bedrooms in a unit.

- **Use restrictions**
  - Dwellings are for residential purposes only (no commercial use), but home office allowed.
  - NEW: "Single-Family"/"Single-Family Use" defined to avoid multi-family use; does not allow hotel, boarding house, congregate living facility, communal living, or student dormitory.
  - NEW: Renting individual rooms in a Single-Family Dwelling not allowed (must rent entire home)
  - NEW: Each unit in a Multi-Family Dwelling must be rented to a Single-Family.
  - Existing: Prohibited to rent or lease a garage or outbuilding on a Single-Family Dwelling Lot.
  - Southgate Section 3 animal restrictions on livestock/poultry etc. remain in place.

- **Subdividing / Combining Lots / Minimum Lot Size**
  - Can only combine 2 adjacent Single-Family Lots once (no combining multi-family Lots); can subdivide a multi-family lot into two single family lots >3000 sq. ft. (allows two townhomes to replace existing multi-family structures)
  - Minimum lot size is the greater of 6,000 sq ft or the min lot size required by the minimum lot size city ordinance on most blocks in Southgate (smaller lots grandfathered)
- **Easements:** Lots in the Subdivision are subject to easements granted to the City of Houston.
- **ARC**: The Civic Club has architectural review authority to approves plans to ensure compliance with the Deed Restrictions.
- **Amendment of deed restrictions**: Going forward, amendments will require the approval of a majority of the owners of Lots in the Subdivision.

RP-2026-448967
11/06/2026 ER $665.00

AMENDED AND RESTATED DEED RESTRICTIONS

FOR

SOUTHGATE, SOUTHGATE ADDITION SECTION 2,

SOUTHGATE ADDITION SECTION 3, AND SOUTHGATE ANNEX

This Amended and Restated Declaration has been approved and attaches 460 Ballots.
We are recording this as Part 1 of 3.

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AMENDED AND RESTATED DEED RESTRICTIONS
FOR
SOUTHGATE, SOUTHGATE ADDITION SECTION 2,
SOUTHGATE ADDITION SECTION 3, AND SOUTHGATE ANNEX

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AMENDED AND RESTATED DEED RESTRICTIONS FOR SOUTHGATE, SOUTHGATE ADDITION SECTION 2, SOUTHGATE ADDITION SECTION 3 AND SOUTHGATE ANNEX

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

RECITALS

WHEREAS, by instrument recorded in volume 1102, page 484, of the deed records of Harris County, Texas, being a resolution of University Place Realty Company dated August 16, 1938, certain restrictions (the "**Southgate Restrictions**") were adopted and declared to be in force on all lots of Southgate, an addition to the City of Houston, Harris County, Texas, (hereinafter "**Southgate**") according to the map or plat thereof recorded at volume 10, pages 49-50 of the Map Records of said county;

WHEREAS, by instrument recorded in volume 1196, page 214, deed records of Harris County, Texas, being a resolution of University Place Realty Company dated October 1, 1941, certain restrictions (the "**Section 2 Restrictions**") were adopted and declared to be in force on all lots of Southgate Addition, Section 2 (sometimes called "Section 2", hereinafter "**Southgate Section 2**"), an addition to the City of Houston, Harris County, Texas, according to the map or plat thereof recorded at volume 18, page 33 of the Map Records of said county;

WHEREAS, by instrument recorded in volume 1386, page 500, deed records of Harris County, Texas, dated September 26, 1945, certain restrictions were adopted and declared to be in force on all lots of Southgate Addition, Section 3 (hereinafter "**Southgate Section 3**"), an addition to the City of Houston, Harris County, Texas, according to the map or plat thereof recorded at volume 0260, page 16 of the Map Records of said county, as attempted to be amended by instrument recorded in volume 1446, page 321, deed records of Harris County, Texas dated May 24, 1946, as further amended by instrument recorded at file sequence number R55424 and film code reference number 505-15-1955, deed records of Harris County, Texas, dated August 30, 1995 (such restrictions, as amended, the "**Section 3 Restrictions**"), and such Section 3 Restrictions contained an automatic renewal clause for successive fifteen year periods and are valid and in force;

WHEREAS, by instrument recorded in volume 998, page 177, of the deed records of Harris County, Texas, University Place Realty Company caused certain property located in the P. W. Rose Survey, Harris County, Texas, to be subdivided into lots, and designated said subdivision, as platted, as Southgate Annex (hereinafter "**Southgate Annex**");

WHEREAS, by various other deeds from University Place Realty Company all of the other lots or sites in Southgate Annex were deeded subject to substantially the same restrictive covenants. (All of the restrictive covenants contained in the deeds from University Place Realty Company covering the respective Lots in Southgate Annex are hereinafter referred to as the "**Annex Restrictions**". References to the "Annex Restrictions" shall mean, in the case of each respective Lot in Southgate Annex, the actual restrictive

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covenants contained in the deed from University Place Realty Company covering such Lot in Southgate Annex);

WHEREAS, the Southgate Restrictions, Section 2 Restrictions and Annex Restrictions are hereinafter referred to as the "**Original Deed Restrictions**",

WHEREAS, by instruments recorded in volume 3552, page 1 and volume 3734, page 142, Deed Records of Harris County, Texas, being extension agreements for the Original Deed Restrictions, effective as of June 30, 1959, the Original Deed Restrictions, were extended until January 1, 1985;

WHEREAS, by instruments filed in the office of the County Clerk of Harris County, Texas, under said clerk's file sequence number J676718 and recorded in the Official Public Records of Real Property of Harris County, Texas, under said clerk's film code reference number 093-83-1909, *et. seq.*, being extension agreements for the Original Deed Restrictions, effective as of June 30, 1984, the Original Deed Restrictions, were extended until January 1, 2010, with automatic 10-year extensions thereafter;

WHEREAS, Title 11, Ch. 216 of the Texas Property Code, for the extension or amendment of restrictions in certain older subdivisions, entered into force on June 12, 2023; Ch. 216 applies to the Subdivision (as defined below), which is an older subdivision that (1) is wholly or partly located in a municipality with a population of two million or more, (2) had original restrictions that: (A) for at least one section of the subdivision, did not have an express procedure that provides for successive extensions of the restrictions; (B) did not have an express procedure for amending the restrictions; (C) under the common law of this state could not be amended without the unanimous consent of: (i) all owners in the subdivision; or (ii) all owners in any section of the subdivision; and (D) may no longer be valid due to an inability to extend or amend the restrictions; and (3) has a single property owners' association in which all owners in the subdivision are eligible for membership but in which membership is not mandatory;

WHEREAS, the Southgate Civic Club, a Texas non-profit corporation ("**Civic Club**"), is a voluntary property owners' association that supports the enforcement and observance of any applicable Subdivision deed restrictions, and all owners in the Subdivision are eligible for membership in the Civic Club, but membership in the Civic Club is not mandatory;

WHEREAS, it is the desire of the owners of at least 66.6% of the total number of separately owned parcels or tracts shown on the four recorded plats of the Subdivision to amend and restate the Original Deed Restrictions and Section 3 Restrictions as set forth below and pursuant to Ch. 216 of the Texas Property Code; and

WHEREAS, as evidenced by the signature of the President of the Civic Club and the ballots attached hereto and incorporated herein as Exhibit "A", owners of at least 66.6% of the total number of separately owned parcels or tracts in the subdivision have voted to amend the Original Deed Restrictions and Section 3 Restrictions as set forth below in these Amended and Restated Deed Restrictions for Southgate, Southgate Addition Section 2, Southgate Addition Section 3, and Southgate Annex.

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DEFINITIONS

"**ARC**" has the meaning set forth in Section 8.

"**Building**" means any roofed structure which is enclosed by two (2) or more walls and affixed to or resting upon the ground. "Building", as used herein, specifically includes, but is not limited to a garage, whether it is attached to or detached from the Dwelling.

"**Civic Club**" has the meaning set forth in the Recitals.

"**Construction Project**" has the meaning set forth in Section 8.

"**Dwelling**" means any Building used or which can be used as a residence by one or more persons, or which can be used for sleeping and lodging.

"**Dwelling Unit**" means a unit or apartment within a Dwelling, intended for independent residence by one or more persons.

"**Four-Family Dwelling**" means a Dwelling consisting of four Dwelling Units.

"**Lot**" means any numbered lot as shown on the original Subdivision plats of Southgate, Southgate Section 2, Southgate Section 3, and Southgate Annex which is or may be used as a building site for the construction of a Dwelling and the other structures permitted by these Restrictions. Notwithstanding the foregoing, a numbered lot or portion thereof, as shown on a plat, which has been combined with an adjacent numbered lot or a portion of an adjacent numbered lot (with fee simple title to such adjacent parcels being held by the same owner and whether or not such parcel has been re-platted) prior to the date that these Restrictions are recorded in the Official Public Records of Real Property of Harris County, Texas, shall also be defined as a "Lot" hereunder regardless as to how such parcels are shown on the plat; such combined parcels being one Lot.

"**Multi-Family Dwelling**" means a Two-Family Dwelling, Four-Family Dwelling, and any Dwelling with two or more Dwelling Units.

"**Original Deed Restrictions**" has the meaning set forth in the Recitals.

"**Restrictions**" has the meaning set forth in Section 1.

"**Single-Family**" means one person; or two or more persons related by blood, marriage, or adoption; or a maximum of two persons unrelated by blood or marriage.

"**Single-Family Dwelling**" means a Dwelling for a Single-Family (as defined above) that shall not have more than one (1) Dwelling Unit.

"**Single-Family Use**" has the meaning set forth in Section 5.c.

"**Southgate**", "**Southgate Section 2**", "**Southgate Section 3**" and "**Southgate Annex**" have the meaning set forth in the Recitals.

"**Southgate Restrictions**", "**Section 2 Restrictions**", "**Section 3 Restrictions**" and "**Annex Restrictions**" have the meaning set forth in the Recitals.

"**Subdivision**" means, collectively, the four sections of the subdivision, including Southgate, Southgate Section 2, Southgate Section 3, and Southgate Annex.

"**Two-Family Dwelling**" means a Dwelling consisting of two Dwelling Units.

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RESTRICTIONS

1. Adoption of Restrictions.

The undersigned, being the President of the Civic Club, does hereby certify that, in accordance with the provisions of Ch. 216 of the Texas Property Code, the owners of at least 66.6% of the total number of separately owned parcels or tracts on the recorded plats of the Subdivision adopted, established and imposed, and the owners of the properties in the Subdivision whose signatures (including electronic signatures, in accordance with Ch. 15 of the Texas Property Code) appear on the ballots attached as Exhibit "A" hereto, for the purpose of continuing the general plan and scheme of the Subdivision, do hereby adopt, establish and impose, upon all the Lots in the Subdivision, the following easements, reservations, restrictions, covenants and conditions (these "**Restrictions**"), which amend and restate the Original Deed Restrictions and the Section 3 Restrictions, and each amendment thereof, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which easements, covenants, restrictions and conditions shall run with the land and shall be applied uniformly to the use, occupancy and conveyance of all Lots in the Subdivision, and shall be binding upon all parties having or acquiring any right, title or interest in such land, or any part thereof, and shall inure to the benefit of each of the owners of the Lots in the Subdivision. For the avoidance of doubt, Ch. 216 of the Texas Property Code requires the consent of 66.6% of the owners in the entire subdivision, which must consist of multiple sections, and not the consent of 66.6% of the owners in each individual section of the subdivision.

2. Term and Enforcement.

The Restrictions shall remain in effect until January 1, 2036, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years each. The Restrictions shall be binding upon and inure to the benefit of and be enforceable by the Civic Club, as well as each owner or occupant of a Lot subject to the Restrictions and the respective heirs, legal representatives, successors and assigns of the Civic Club and each owner.

3. Lots in the Subdivision.

Southgate consists of block numbers one (1) through twenty-two (22); Southgate Section 2, consists of Lots 1 to 18, Block 23, Lots 1 to 15, Block 24, and Lots 1 to 15, Block 25; Southgate Section 3 consists of block numbers one (1) through ten (10), and Southgate Annex consists of Lots 1 to 17 inclusive, as shown on the respective plats for each subdivision section, and the restrictions herein set out apply to no other property. The plat for each section of the Subdivision referenced in the recitals is hereby incorporated by reference into these Restrictions, and re-platting of a Lot will not affect the validity or enforceability of these Restrictions.

4. Restrictions on Construction.

a. **One Dwelling per Lot and Dwelling Unit Limits for Multi-Family Dwellings**. Only one Dwelling may be constructed or situated on any Lot in the Subdivision, and said Dwelling shall be a Single-Family Dwelling similar in size, scale, massing, and bear an architectural resemblance to the prevalent size, scale, and massing of Single-Family Dwellings in the Subdivision, except for the following Lots, which are subject to the foregoing language in Section 4.a. (including one

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Dwelling per Lot) but allow construction of a Multi-Family Dwelling with the requirements set forth below:

i. Southgate: Lots 1 to 7, Block 5, Lots 1 to 11, Block 6, Lots 9 and 10, Block 13, and Lots 16 and 17, Block 21, which allow construction of a Multi-Family Dwelling with up to six (6) Dwelling Units.
ii. Southgate Section 2: Lots 16 to 18, Block 23, which allow construction of a Multi-Family Dwelling with up to six (6) Dwelling Units.
iii. Southgate Section 3 allows construction of:
Lots 3, 4 and 5, Block 1, Two-Family Dwelling;
Lots 12, 13 and 14 Block 3, Two-Family Dwelling;
Lots 1 to 8 inclusive, Block 4, Two-Family Dwelling;
Lots 3 to 9 inclusive, Block 7, Two-Family Dwelling;
Lots 1 and 2, Block 1, Four-Family Dwelling;
Lots 1 and 2, Block 7, Four-Family Dwelling;
Lots 8 to 15 inclusive, Block 10, Multi-Family Dwelling with up to six (6) Dwelling Units.
iv. Southgate Annex: Lots 1 to 17 of Southgate Annex, which allow construction of a Muli-Family Dwelling with a maximum of ten (10) Dwelling Units.

b. **Height Limit**. No Building, Dwelling, or Multi-Family Dwelling shall exceed four stories in height, nor be of more than fifty (50) ft. in height at the highest ridge line, as measured from the Minimum Flood Protection Elevation (MFPE) as defined by the City of Houston. All measurements shall be to highest point of roof line, excluding any chimneys.

c. **Front the Street / Minimum Dwelling Unit Size.** Each Dwelling must front, or present a good frontage, on the street on which the Lot fronts. Each Dwelling Unit of a Multi-Family Dwelling must be no less than six hundred (600) square feet.

d. **Parking**. Each Multi-Family Dwelling shall provide for the minimum number of parking spaces required by the City of Houston for the new construction of such multi-family structure. In addition to any City of Houston requirements, these Restrictions require that each Two-Family Dwelling shall provide at least three off-street parking spots, and each Four-Family Dwelling shall provide at least six off-street parking spots. For any future construction of Multi-Family Dwellings with more than four Dwelling Units, the Dwelling must provide at least 1.5 (one-and-one-half) off-street parking spaces for each Dwelling Unit. If the required number of off-street parking spaces results in a fractional amount, that requirement shall be rounded up to the nearest whole number.

e. **Exterior Construction.**

i. **Southgate, Southgate Section 2 and Southgate Annex**: At least 51% of the main exterior walls of a Dwelling shall be brick, stone, stucco or fireproof masonry; the exterior walls of garage/housekeeper's quarters may be of frame (wood or fiber cement siding).
ii. **Southgate Section 3**: The exterior walls of any building shall contain at least 50% brick, stone, stucco or fireproof masonry.

f. **Setbacks**. Each Lot shall be subject to any and all setback lines (side setback, front setback) and easements shown on the original recorded plat for each section of the Subdivision (most front

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setbacks are twenty-five (25) ft. in Southgate and Southgate Section 2 and twenty (20) ft. in Southgate Section 3), and such setback lines and easements in the recorded plats of the Subdivision are incorporated herein by reference.

i. Southgate Setbacks: No wall of any Dwelling erected on a Lot shall extend beyond the building lines shown on the recorded plat of Southgate; provided, that open porches may extend beyond said building lines not to exceed eight (8) feet on the front and in the case of corner lots, not to exceed five (5) feet on the side. Side Setback: No Multi-Family Dwelling shall be erected closer than five (5) feet to the side property line.

ii. Southgate Section 2 Setbacks: No wall of any Dwelling erected on the property herein conveyed shall extend beyond the building lines shown on the recorded plat of Southgate Section 2. No Dwelling, including a Multi-Family Dwelling, shall be erected closer than 5 feet to the side property line, provided, however, that open porches may extend beyond said building lines not to exceed eight (8) feet on the front and in the case of corner lots not to exceed five (5) feet on the side.

iii. Southgate Section 3 Setbacks: No Dwelling or part thereof, exclusive of cornices, spouting, chimneys or purely ornamental projections shall be erected or maintained on any Lot nearer than twenty (20) feet from the front property line and no portion of any building located on a corner lot shall be erected nearer than twenty (20) feet to the lot lines bordering on the side street, and not nearer than five (5) feet to the line of the adjoining lot, and on inside lots no portion of any main building shall be erected nearer than five (5) feet to the side lines thereof, and no accessory Buildings (i.e. garage) shall be nearer than five (5) feet to the rear property line and three (3) feet to the side property line. The above building setbacks apply to all corner lots, except Lot 13, Block 1, Lot 1 in Block 2, and Lot 13 in Block 3, which sites shall observe a ten (10) foot side building limit line from the side street.

iv. Southgate Annex Setbacks: No wall of any Dwelling erected on any Lot in Southgate Annex shall extend beyond a line closer than 25 feet to University Boulevard or Dryden Road, or closer than 10 feet to Travis Street, provided however that (i) open porches may extend beyond said building line not to exceed 5 feet, (ii) Lot 5 shall have a front setback of 15 feet to University Boulevard, (iii) the Lot consisting of the northern half of Lot 10 and all of Lot 9 (except for the North six feet of Lot 9) shall have a front setback of 15 feet to Travis Street, and (iv) the Lot consisting of Lot 13 and the East 23.4 feet of Lot 14, and the Lot consisting of Lot 16 and the West 15.4 feet of Lot 15 shall each have front setbacks of 15 feet to Dryden Road. Side Setback: No Multi-Family Dwelling shall be erected closer than five (5) feet to the side property line.

g. **Front Yard Limitations**. No structure shall be located on any Lot in the front yard beyond the front setback set forth on the applicable original plat or herein, except: sidewalks; walkways; driveways; stairs, steps or ramps; wrought-iron fencing with visibility is permitted up to a height of eight (8) feet (no solid or opaque fences without visibility), for corner lots a solid fence is allowed on the side of the house but only up to the front setback; and open porches only in Southgate and Southgate Section 2 as set forth above in Section 4.f.i.-ii. above. For the avoidance of doubt, structures not permitted beyond the front setback shall include, without limitation, solid fences, back-up generators, swimming pools, tennis/pickle ball courts, basketball courts, other sport courts, and trampolines.

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h. **Garage Limitations**. Any detached garage or outbuilding used as an accessory residence to the primary residence shall not exceed 900 square feet of living space. For Multi-Family Dwellings, a garage used for residential purposes shall count as a separate Dwelling Unit.

i. **Multi-Family Dwellings**. Each Dwelling Unit within a Multi-Family Dwelling shall provide for complete independent living facilities, including a kitchen and bathroom and shall have a maximum of three bedrooms. No Dwelling Unit shall share a kitchen, bathroom, or any interior common areas with another Dwelling Unit.

j. **Construction Hours**. Construction work is not permitted on a Lot at any time on a Sunday, or on a Saturday or a holiday before 9:00 a.m. or after 6:00 p.m. Construction work is not permitted on any weekday that is not a holiday before 7:30 a.m. or after dusk or 7:00 p.m., whichever is earlier. As used herein, the term "construction work" means both interior and exterior construction activities and includes actual construction work and staging activities such as, by way of example and not in limitation, gathering of workmen and unloading consumables, machinery and equipment. Notwithstanding the foregoing, construction work which is not noisy (such as, by way of example and not in limitation, painting) and which does not involve noisy staging activity or other exterior activity, is permitted within the interior of a Dwelling or other improvement on any day on which construction work is otherwise prohibited between the hours of 9:00 a.m. and 6:00 p.m.

5. Restrictions on Use of Dwelling.

a. **Residential Use**. All of the Lots, and Dwellings and Buildings constructed, in the Subdivision shall be used for residential purposes only, except for the Building Sites referenced in Section 5.d. below (north side of Holcombe Blvd. east of Montclair Dr.).

b. **Single-Family Dwellings / Lots**. A Single-Family Dwelling may only be used for Single-Family Use, as defined below.

c. **Single-Family Use**. As used in these Restrictions, the term "**Single-Family Use**" means that the Lot, the Dwelling, and any outbuilding(s) on the Lot shall be used only by a Single-Family as its dwelling place and residence and such Lot Dwelling, or outbuilding shall not be used as a hotel, boarding house, congregate living facility, communal living residence, student dormitory, apartment house, or for any multi-family use.

d. **No Commercial Use**. No Subdivision Lot or any part thereof may be used for business or commercial purposes, except for Lots 23 to 36 of Block 7 in Southgate Section 3 (north side of Holcombe Blvd., which is already in commercial use), which are "Business Sites" on the recorded plat. This restriction does not preclude the reasonable use of a home office or studio to engage in literary, scholarly, artistic, professional, or similar activities, including work utilizing internet and telephone connections. These are considered an aspect of residential use. On the other hand, activities such as those in which clients, customers, or employees physically come to the residence would be inconsistent with residential use and therefore would constitute a prohibited business use. The Subdivision has enforced this restriction in the past through court action.

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e. **Garage/Outbuilding as Dwelling**. No garage, outbuilding or housekeeper's separate quarters on a Lot containing a Single-Family Dwelling shall ever be occupied as a residence except by housekeepers, temporary guests, or one or more members of the Single-Family occupying the principal residence on that Lot, and then only after the erection of the main Building (it is prohibited to rent or lease a garage or outbuilding on a Single-Family Dwelling Lot).

f. **Renting of entire Dwelling**. Renting out individual rooms within a Single-Family Dwelling is prohibited, and only the entire Single-Family Dwelling can be leased to a Single-Family.

g. **Use of Multi-Family Dwelling**. Renting out individual rooms within a Dwelling Unit is prohibited, and only the entire Dwelling Unit can be leased to a Single-Family. No Multi-Family Dwelling may be operated as a hotel, boarding house, student dormitory, single-room occupancy, communal housing, or other congregate living facility.

h. **Southgate Section 3 Animal Restrictions**. In Southgate Section 3, no livestock or dog kennels are allowed, and no housing of poultry or rabbits or guinea pigs or similar animals.

6. Subdividing or Combining Lots and Minimum Lot Size

a. **Minimum Lot Size**. The minimum lot size set forth herein shall not have any impact on any Lot that is smaller than the minimum lot size at the time these Restrictions enter into force. The minimum lot size for each Lot in the Subdivision shall be the greater of (i) 6,000 sq. ft. or (ii) the minimum lot size provided for in a Special Minimum Lot Size Requirement approved by the City of Houston that is valid and still in force; provided, however, that these Restrictions supersede the City's Special Minimum Lot Size to allow subdivision of certain Lots in Section 6.c. below. Subject to Section 6.c. below, no Lot may be subdivided if the resulting Lots would be less than the minimum lot size required herein. This section applies to all Lots in the Subdivision, including Lots that allow for the construction of a Multi-Family Dwelling.

b. **Combination of Lots**. Any two (2), but only two (2), adjoining Single-Family Dwelling Lots may be re-platted into one (1) Lot, but only if City of Houston approval is granted and all necessary City of Houston and other applicable governmental requirements are met. Once two (2) Lots have been re-platted/combined/joined into one (1) Lot, they may no longer be re-platted, combined, or in any other way joined with any other Lot, however the "newly" platted Lot may be re-platted back to two (2) Lots, but only two (2) Lots, provided each Lot individually shall not be in violation of any then current, as of time of division, provision of the existing Restrictions. Any Lot designated for construction of a Multi-Family Dwelling shall not be combined by replat with an adjoining Multi-Family Dwelling Lot, *provided, however,* that a Multi-Family Dwelling Lot may be combined once with an adjoining Single-Family Dwelling Lot as set forth above for two adjoining Single-Family Dwelling Lots, and the resulting combined Lot shall be a Single-Family Dwelling Lot and only allow construction of a Single-Family Dwelling.

c. **Subdivision of Multi-Family Dwelling Lot into Single-Family Dwelling Lots**. As a one-time option, any Lot designated for construction of a Multi-Family Dwelling herein may be subdivided by a replat into two Lots designated permanently for Single-Family Dwelling construction, as long as each of the two Lots created by the subdivision is at least 3,000 square feet. This subdividing allows a Multi-Family Dwelling Lot to be converted into two Single-Family Dwelling Lots for the

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construction of a Single-Family townhome or patio home on each of such subdivided Lots. Such conversion shall be permanent and each of such subdivided Lots will remain a Single-Family Dwelling Lot and shall never revert to a Multi-Family Dwelling Lot even if such subdivided Lot has no structures on it in the future.

7. Easements.

All Lots in the Subdivision are subject to easements granted to the City of Houston, for the construction and maintenance thereon of sewer, gas, telephone, electric light lines and any other public utilities, all as shown by recorded instruments. For Southgate Section 3, the original developer reserved the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained, in, on, under and across a strip five (5) feet wide on the rear of all Lots, sewer or other pipe lines, conduits, poles and wires, and any other method of conducting or performing any public or quasi-public utility or function, above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

8. Architectural Review Authority.

The Civic Club, and its successors and assigns, are hereby vested with architectural control authority, but only to the extent needed to ensure that Construction Projects comply with these Restrictions. A "**Construction Project**" means a project to build a Dwelling (new construction), garage, addition to an existing Dwelling, extensive exterior modification or outbuilding on any Lot within the Subdivision. The Architectural Review Committee ("**ARC**") of the Civic Club has authority to review Construction Project plans and designs for compliance with these Restrictions, including the review of any plans and specifications and taking into consideration the suitability of the proposed Building or Construction Project to the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of such Building or Construction Project as planned, on the outlook from adjacent or neighboring property. Before beginning construction and before seeking City of Houston permits for a Construction Project, the owner of a Lot shall submit the proposed design to the ARC for review and decision. The ARC shall review the proposed design for compliance, in its sole discretion, with these Restrictions, and will either (i) issue its written approval to proceed with the design and seek City of Houston permits; or (ii) will issue its written disapproval of the submission for non-compliance with these Restrictions, and state the reasons for non-compliance. For any Construction Project that requires City of Houston permits, the owner shall re-submit the final permitted construction documents to the ARC for final approval that the permitted project still complies with these Restrictions.

9. Amendments to Restrictions.

These Restrictions can be amended and changed at any time by the affirmative vote of the then owners of a majority (greater than 50%) of the Lots that are subject to these Restrictions, as shown on the recorded plats of the Subdivision (as amended by replats of certain lots with the city of Houston), evidenced by a written agreement signed by the then Lot owners of a majority of such Lots. For the purpose of this Section 9, it shall be presumed that the Lot owners as reflected by the Deed Records of Harris County, Texas, have full ownership of the Lots. For the purposes of determining a majority of the Lots, each Lot will be entitled to one vote. The Subdivision has multiple sections, and the majority approval requirement may be satisfied by obtaining approval of at least a majority of the owners of Lots on a section-by-section basis or of the total number of Lots in the Subdivision.

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An amendment or change to these Restrictions shall become effective upon such written agreement being filed in the office of the County Clerk of Harris County, Texas; provided, however, that the person or persons requesting an amendment or change, or the Civic Club if it be the requestor, shall bear all expenses in connection therewith.

10. Applicability of Restrictions.

Pursuant to Section 216.003(d) of the Texas Property Code, Ch. 216 does not apply to certain properties, including property owned by a university that was owned by the university on the effective date of Ch. 216. For any property or Lot in the Subdivision to which Ch. 216 does not apply or these Restrictions do not otherwise apply, the Original Deed Restrictions and Section 3 Restrictions will continue to be valid and enforceable against any such property or Lot(s). Lots 10, 13, 14 and 15, and portions of Lots 9 and 11, in each case, in Block 3 of Southgate Section 3 on the recorded plat, and the Original Parcel (as defined in the Church Restrictions) are owned by Rice Temple Baptist Church and are subject to the restrictive covenants recorded at file sequence number R55424 and film code reference number 505-15-1955, deed records of Harris County, Texas, dated August 30, 1995 (the "**Church Restrictions**"). Any references in the Church Restrictions to the Section 3 Restrictions shall, upon the recording of these Restrictions, refer to these Restrictions which amend and restate the Section 3 Restrictions.

11. Miscellaneous Provisions

a. **Delay in Enforcement**. No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage, or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

b. **Articles and Sections**. Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

c. **Severability/Invalidity**. In the event any court of competent jurisdiction finds the invalidity or partial invalidity or partial unenforceability of any provision in these Restrictions, the remainder of these Restrictions shall remain in full force and effect. In the event of the invalidity or partial invalidity or partial unenforceability of the Restrictions against any Lot or portion of the Subdivision, the Restrictions shall remain in full force and effect against the remainder of the Lots and Subdivision. It is not the intention of these Restrictions to violate any local, state, or federal laws or regulations. If these Restrictions are rendered unenforceable in their entirety, then the original deed restrictions for each section of the Subdivision shall remain valid and enforceable in their entirety.

d. **Compliance with Law**. All of the provisions of these Restrictions are intended to be in compliance with all applicable statutes, ordinances and laws. Should any particular section of these Restrictions ever be in conflict with any applicable law, to the extent possible, that particular section shall be interpreted to be as restrictive as possible while not being in conflict with the applicable law.

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e. **Counterparts**. These Restrictions may contain signature pages and ballots from various identical counterparts, each of which, when executed, shall be deemed to be an original. Such counterparts shall constitute one and the same instrument, and for recordation purposes, separate signature pages and ballots may be affixed to the recorded instrument without the necessity of recording the entirety of each separate counterpart.

[Signature page follows.]

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IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Deed Restrictions for Southgate Subdivision on this 3rd day of November, 2026, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

SOUTHGATE CIVIC CLUB,
a Texas nonprofit corporation

By: Edward Aviles

Name: Edward Aviles
Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Edward Aviles, the President of Southgate Civic Club, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in capacity herein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of November, 2026.

ANA TORRES
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/08/28
NOTARY ID 134703711

Ana Torres
Notary Public in and for the State of Texas

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