

**ADDITIONAL DEDICATORY INSTRUMENT  
for  
KNOLLWOOD VILLAGE SECTION 8**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared Chris J. Archambault who, being by me first duly sworn, states on oath the following:


My name is Chris J. Archambault I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney for KNOLLWOOD VILLAGE SECTION 8 Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

**AMENDMENT TO THE DEED RESTRICTIONS  
FOR  
KNOLLWOOD VILLAGE SECTION 8**

DATED this 21<sup>st</sup> day of December, 2020.

**KNOLLWOOD VILLAGE SECTION 8**

BY:   
\_\_\_\_\_  
Chris J. Archambault, Attorney  
(Printed Name)

RP-2020-628035

THE STATE OF TEXAS

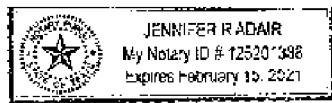
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COUNTY OF HARRIS

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THIS INSTRUMENT was **acknowledged** before me on this the 21<sup>st</sup> day of December, 2020 by the said Chris J. Archambault, Attorney for KNOLLWOOD VILLAGE SECTION 8, a Texas non-profit corporation, on behalf of said corporation.



*Jennifer R. Adair*  
Notary Public - State of Texas

After Recording Return To:  
Daughtry & Farine, P.C.  
17044 El Camino Real  
Houston, Texas 77058  
ATTN: CJA/arg

RP-2020-628035

**AMENDMENT TO THE DEED RESTRICTIONS  
FOR KNOLLWOOD VILLAGE SECTION 8**

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

WHEREAS, the Deed Restrictions for Section 8 of Knollwood Village is filed in the Harris County Real Property Records under File No. 1138112;

WHEREAS, a majority of the owners of the lots in Knollwood Village Section 8 approved the adoption of the Amendment to the Deed Restrictions for Knollwood Village Civic Club Section 8, filed in the Harris County Real Property Records under File No. 2020-433875, (hereinafter collectively the “Deed Restrictions”);

NOW THEREFORE, in consideration of these premises, the Deed Restrictions for Section 8 of Knollwood Village are hereby restated as follows:

**DEFINITIONS**

**Crawl Space** – means an underfloor space immediately beneath the first Habitable Story used solely for underfloor access that is not a basement.

**Dormers** – means a subordinate portion of the roof structure, often containing a window that projects vertically from a sloping roof.

**Gable End Wall** – means a triangular section of a wall supporting two sides of a sloping roof. The phrase may also be used to describe the whole of the end wall of a building which includes a gable.

**Habitable** – means a space inside a residential structure for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, storage, vehicle parking, garage or utility spaces and similar areas are not considered habitable spaces.

**Minimum Flood Protection Elevation (MFPE)** – means the lowest allowable elevation above grade for the first Habitable Story of a structure per the authority having jurisdiction.

**Parapet Wall** – means a wall or other barrier extending above the top of the top plate which is used as a railing or other space enclosure and which is not under the roof of the residential structure.

**Story or Stories** – means that portion of a structure included between the upper surface of a floor and the upper surface of the floor or roof next above.

- 1) Each lot shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on said lots other than one detached single-family dwelling not to exceed twenty-six (26) feet in height to the top of the top plate above the Minimum Flood Protection Elevation (MFPE) and a private attached or detached garage, and such out-buildings as are customarily appurtenant to a residence. It is intended that out-buildings shall not include the use or construction of a garage apartment for rental purposes to others than domestic servants hired in the main residence.

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- 2) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. The term "building" shall be interpreted not to include a parapet wall or the extension of the eaves of a roof.

No building except a detached garage or other out-building located 65 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line.

- 3) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000.00 square feet and a width of less than 60 feet at the front building set-back line, as shown on the recorded plat.
- 4) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 5) No trailer, basement, tent, shack, garage, barn or other out-building, erected on the tract, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 6) The lowest floor area above MFPE of the main structure of any dwelling, exclusive of one-story open porches and garages, on Lots Number One (1) through Six (6) both inclusive, in Block Number Thirty-Four (34) and Lot Number One (1) in Block Number Thirty-Five (35) of said Section 8 of Knollwood Village, shall not be less than 1,600 square feet in case of a one-story structure and not less than 1,400 square feet in case of a one and one-half and two-story or greater structure.

The lowest floor area above MFPE of the main structure of any dwelling, exclusive of one-story open porches and garages, on Lots Number Two (2) through Fifteen (15) both inclusive, in Block Number Thirty-Five (35) of said Section 8 of Knollwood Village, shall not be less than 900 square feet in case of a one and one-half and two-story or greater structure.

The lowest floor area above MFPE of the main structure of any dwelling, exclusive of a one-story porches and garages, as to all of the other lots in said Section 8 of said Addition shall not be less than 1,400 square feet in the case of a one-story structure and not less than 1,000 square feet in case of a one and one-half and two-story or greater structure.

The exterior material of the main structure on any lot or plot shall be of brick, masonry, stucco, or their equivalent, and frame materials, but shall not be constructed in its entirety of frame materials. The plans, specifications and design of the main structure shall be controlled by the Architectural Committee, as provided for in Paragraphs numbered 9, 10, and 11 herein.

- 7) Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 8) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.
- 9) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and external

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design with existing structures, and as to location with respect to topography and finish grade or elevation.

No fence or wall be erected, placed or altered on any lot nearer to the street than the minimum building set-back line unless similarly approved.

- 10) The Architectural Control Committee is composed of Martin Nadelman, Howard G. Singer, and Barbara Singer. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. After ten (10) years from date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.
- 11) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 12) No sign or any kind shall be displayed to the public view on any 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.
- 13) 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.
- 14) 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 that they are not kept, bred, or maintained for any commercial purposes.
- 15) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
- 16) The structure (except for Gable End Walls, Dormer and Parapet Walls, all as limited in Paragraph 17 below), shall fit within the volume created by a 12:12 pitch plane rising from 26 ft above MFPE along the building setback lines, subject to Paragraph 18 below.
- 17) There shall be a height limit on any Gable End Wall, Dormers, or Parapet Wall such that: (i) for Gable End Wall, Dormers, or Parapet Wall facing a street must not exceed the maximum height

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specified in Paragraph 18 below, and (ii) for Gable End Wall, Dormers, or Parapet Wall which do not face a street its highest point must not exceed 4 ft. above the allowable top plate height, or must fall within the volume described in Paragraph 16 above. Dormers shall have a pitch of 4:12 or steeper.

18) Maximum roof height is 36 feet above MFPE excluding chimney and roof vents.

19) All structures must have an opaque wall, or skirting, consistent in appearance with the upper portion of the structure on all sides of the lowest Story or Crawl Space which are facing a street.

Nothing herein is intended to alter, modify or amend the Deed Restrictions except as specifically provided hereinabove.

WITNESS THE EXECUTION HEREOF, this the 19 day of December, 2020.

IN WITNESS WHEREOF, the Board of Directors for Knollwood Village Civic Club hereby adopt this AMENDMENT TO THE DEED RESTRICTIONS FOR KNOLLWOOD VILLAGE SECTION 8.

**KNOLLWOOD VILLAGE CIVIC CLUB**

By: Scott J Rose

Print Name: Scott J. Rose

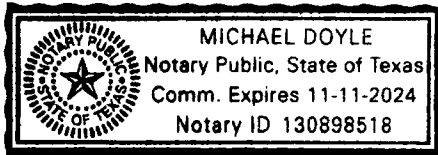
Office: PRESIDENT

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me, on the 19 day of December, 2020, by Michael Doyle as the Notary of Knollwood Village Civic Club, a Texas Nonprofit Corporation, on behalf of said corporation



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After filing, please return to:  
Daughtry & Farine, P.C.  
17044 El Camino Real  
Houston, TX 77058

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# Pages 7  
12/22/2020 07:29 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$38.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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