

Century Oaks Restrictions & Covenants Amendment

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty five years from the date these covenants were recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part. Provided, however, that 51% of the lot owners may amend or change these restrictions at any time.

2. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent him or them from so doing, or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
3. No building shall be erected, placed or altered on any lot until the construction plans and specification and plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be provided in Part "3-A."
 - A. The architectural control committee is composed of Orin Lee, Cliff Brendemihl and Sheri Herwig. A majority of the committee shall designate a representative to act for it. In the event of 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. If at any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.
 - B. 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 30 days after the plans have been submitted to it, or in any event if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. No lot shall be used except for residential purposes.
5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

6. No trailer, basement, tent, shack or garage, barn or any other building erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.
7. Easements affecting all lots in this tract are reserved as shown on the recorded plat for installation and maintenance of utilities and drainage facilities, and in addition to the easements designated on said plat there is hereby designated and dedicated for the use of all public utility companies an unobstructed aerial easement five feet wide from a plane twenty feet above the ground upward located adjacent to said easements as dedicated on said plat.
8. No building or structure shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat of this subdivision. Eaves, steps and porches shall not be considered part of the building, but this definition shall not permit any portion of a building, including the aforesaid, to encroach upon any adjoining lot, except when two or more adjoining lots are used as one building lot.
9. No house shall contain less than 1100 square feet in living area exclusive of porch and or garage.
10. All outbuilding residences and other structures shall be painted with at least two coats of paint.
11. No outdoor toilets shall be erected, constructed or maintained; all toilets and baths shall be installed with and connected to the sanitary municipal sewer.
12. The term "residential purposes" as used in Paragraph 4 of the Century Oaks Restrictions & Covenants shall mean "a single family dwelling."
13. No lot shall be constructed for anything other than a "single-family dwelling."
14. The term "family" as used in the original and amended Century Oaks Restrictions & Covenants shall be defined as "one or more persons limited to the spouse, parents, grandparents, grandchildren, sons, daughters, brothers or sisters of the owner or a tenant of a single family that is limited to the tenant's spouse, children and grandchildren living together as a single housekeeping unit."
15. The minimum lot size is 100 feet x 150 feet and no lot shall be subdivided.

By signing below as record owner of a lot located in Century Oaks, I agree to the changes noted above to the Century Oaks Restrictions & Covenants on file with Harris County, Texas originally recorded November 30, 1951 and previously amended September 2, 2005.