

W. S. Farish

No. 70617
To
Dedication & Map

State of New York
County of New York
I, W. S. Farish, owner of the property subdivided in the foregoing Map, do hereby make subdivision of said property according to the lines, streets, lots and easements thereon shown and designate said as "Bayou Woods, Section Two", being 36.16 acres of land in the James Wharton Survey, Harris County, Texas, and dedicate to public use as such the streets and easements shown thereon forever, and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets dedicated, or occasioned by the alteration of the surface of any portion of said streets to conform to such grades.
Witness my hand at New York, New York, this 10 day of Dec., 1941.

W. S. Farish, Owner

State of New York
County of New York
Before me, the undersigned authority, on this day personally appeared W. S. Farish, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he had executed the same for the purpose therein expressed.
Given under my hand and seal of office this 10th day of Dec., 1941.

Charles E. Wall, Notary Public, New York County, New York. Notary Public, Rockland County.
Certificate filed in New York, County Clerk's No. 1073. Commission Expires March 30, 1943. (Seal)

This is to certify that J. E. S. Atkinson, a Civil Engineer, have surveyed and platted this subdivision and all corners have been marked with iron stakes.
Nov. 23, 1941.
E. S. Atkinson, Registered Professional Engineer. (Seal)

This is to certify that the City Planning Commission of Houston, Texas, has approved this map of "Bayou Woods, Section Two", in testimony whereof, witness the official signatures of the Chairman and Secretary this 15th day of Dec., 1941.

Jesse Andrews, Chairman
Ralph B. Kilgus, Eng., Secretary.
Approved: J. S. Hines, Director of Public Works.

Filed for record Dec. 30, 1941 at 4:40 o'clock P. M. Recorded Jan. 7, 1942 at 9:20 o'clock A. M.
W. B. Miller, Clerk County Court, Harris County, Texas. W. B. Miller, Deputy.

No. 272413

Robert S. Durno et al

to

Restrictions

The State of Texas, County of Harris. I, Robert S. Durno, the owner of the following described tract of land in the James Wharton Survey, Harris County, Texas, more particularly described as follows: Tract No. 1: A part of Lot 4 of the subdivision of the Peter Wilson Tract, James Wharton Survey, Harris County, Texas, more particularly described as follows: Beginning at a point which is 200 feet south 0° 39' west of the intersection of the south line of Memorial Drive and the westline of the property deeded to W. S. Farish by R. B. Peters by deed recorded in Volume 782, Page 297, of the Deed Records of Harris County, Texas; Thence north 89° 31' east 150.5 feet; thence south 89° 47' east 110.3 feet; Thence south 71° 28' east 174.3 feet; thence north 31° 35' east 250.36 feet to south line of Memorial Drive; Thence 60 feet along south line of Memorial Drive to southeast corner of intersection of Memorial and Buckingham Drives; Thence south 31° 35' east 297 feet more or less to the southwest corner of Lot A. Bayou Woods, Section Two, according to map recorded in Volume 18, Page 46, of Records of Maps and Plats, Harris County, Texas; Thence south 70° 32' east 209.12 feet; thence south 70° 40' east 124.62 feet; thence south 61° 27' east 168.4 feet; thence south 61° 07' west 130 feet; Thence south 49° 41' east 142.85 feet; Thence south 49° 49' east 145.93 feet; thence south 41° 37' east 139.61 feet; thence south 36° 17' east 167.05 feet; thence south 36° 21' east 136.6 feet; thence south 28° 44' east 136.95 feet; thence south 17° 46' east 141.25 feet; thence south 13° 34' east 153.82 feet; thence north 89° 57' east 2279.82 feet to the west line of Memorial Drive; Thence in a southerly direction along Memorial Drive 274.48 feet; Thence 60 feet to the southwest corner of Memorial and Carnarvon Drives; Thence along a curve on the west line of Memorial Drive 354.6 feet; Thence south 60° 46' west 215.25 feet; thence west 325.0 feet; Thence south 42° 28' west 1,091.5 feet; Thence south 0° 33' west 110.3 feet; Thence north 89° 27' west 977.57 feet; Thence north 0° 39' east 2,756.25 feet to the place of beginning. Also Lots I and K, Bayou Woods, Section Two, referred to above. (Said land being part of the land conveyed to me by S. P. Farish under date of August 24, 1945, and being the indential land covered by map dated the 10th day of December, 1941, of the subdivision of Bayou Woods, Section Two, filed for record in Volume 18, Page 46, of the Maps and Plats Records of Harris County, Texas, except it does not include Lots a, b, c, d, e, f, g, h, j, and l of said subdivision), do hereby adopt and ratify the map referred to in the preceding paragraph, together with all lines and reading thereon, except that an easement over or under all roads and drives and the easement shown on said plat, are reserved for the purpose of placing public utilities in, on, over, or under the same.

(And I, the said Robert S. Durno, do hereby place the following reservations, restrictions, and covenants upon the hereinbefore described land, including Bayou Woods, Section Two, which shall be covenants running with the land, being as follows:

1. All lots shall be used for family, private residences only, and no flats, duplexes, nor apartment houses, through intended for residence purpose, may be erected. No residence shall be used as a boarding or rooming house. A Residence shall be considered a boarding or rooming house when more than two persons are provided board or lodging for hire.
2. No horses or live stock of any description shall be housed on any lot nearer than one hundred fifty feet from any street line; nor shall pig or swine or cattle (singular or plural) be kept anywhere on any lot.
3. No Bill-board or advertising sign shall be placed on any lot or street except those used in selling lots in this subdivision.
4. No business house, commercial riding stable, commercial dog kennels, sanitarium, doctors' or dentists' clinic, club, hotel, saloon, factory, warehouse, or any place of business of any kind shall be constructed, kept, operated, or maintained for such purposes or purpose; nor shall the land without a building be used for commercial purpose.
5. Grass, weeds, and vegetation between the house and the street line shall be mown at regular intervals so as to

RECORDED MEMORANDUM
All or Part of the Text on This Page
Was Not Clearly Legible For Satisfactory
Recording

Clerk's Notes—Art. 4606.

maintain the same in a neat and attractive manner. 6. No persons of any race other than the Caucasian Race shall use or occupy any building or lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

7. Except as indicated in Section 8 below, each residence erected on any lot shall (a) cost not less than Eighty-Five Hundred (\$85,00.00) Dollars to erect, or (b) contain at least 1500 square feet ground floor space for a one-story dwelling and/or nine hundred square feet ground space for a two-story dwelling, whichever costs more; it being the intention of this restriction that should the dwelling of the square-foot area mentioned above cost less than \$8,500.00, none the less no building shall be erected that does not cost that sum; if, on the other hand, a building of the square-foot floor-space area can not erected for \$8,500.00 nevertheless no building shall be erected that does not contain said area or areas.

8. No residence on Lots 4 to 9 (both inclusive) and Lots 23, 24, and 25, shall cost less than Ten Thousand (\$10,000.00) Dollars to erect; and no residence on Lots 10 and 26 to 34 (both inclusive) shall be erected which costs less than Fifteen Thousand (\$15,000) Dollars.

9. No residence shall be erected with its main body nearer than seventy-five (75) feet from the street on which the Lot fronts. No residence or outbuilding shall be erected nearer than twenty (20) feet to the side/property line of any lot. All garages and outbuildings shall conform to the architecture of the residence on the same lot.

10. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any of the lots shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence, no garage or servant's house situated on the property shall ever be occupied as a residence except by domestic servants, and then only after the erection of the main building.

11. Each residence erected in this addition shall be provided with solid-wall foundation except that two (2) square feet of open space may be provided for each twenty (20) lineal feet of perimeter and an access door in foundation wall in rear of house.

12. No fence, wall, or hedge shall be placed on any lot nearer to any street line than is permitted for the house on said lot and no building shall be erected, placed, or altered on any plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building and showing the location of any fence, wall, or hedge, have been approved in writing by Robert S. Durno or by his authorized representative, for conformity and harmony of exterior design with existing structures in the subdivision, and as to location of the building with respect to property and set-back lines. In case of the death of the said Robert S. Durno, his successor in title shall have all the powers herein given to the said Durno, the said Durno or his successor in title shall have authority to name a committee to pass on such matters, which committee or their authorized representatives shall act without compensation. Said committee shall act and serve until September 1, 1970, at which time the then record owners of a majority of the net area of the land in this subdivision subject to the covenants herein set forth, may designate in writing and duly recorded among the land records of Harris County, Texas, their authorized representative, who thereafter shall have all the powers, subject to the same limitations, as are delegated herein to said committee.

13. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until September 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the owners of title to the majority of the net area of land in this subdivision, it is agreed to change the said covenants in whole or in part, which agreement to change the covenants in whole or in part shall be effected by filing the same for record in the Deed Records of Harris County, Texas, at least one (1) year prior to the expiration of the 25-period of 10-year periods thereafter.

14. "Owners" as used herein shall include those who have legal title to the land in the subdivision except it shall not include the owner of a vendor's lien.

15. 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

RECORDED'S MEMORANDUM
All or Part of the Text on This Page
Was Not Clearly Legible For Satisfactory
Recording

be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues from such violation. 16. Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect. And I, S. P. Farish, the present owner of those three certain promissory notes in the sum of Seventy-Five Thousand (\$75,000) Dollars, One Hundred Thousand (\$100,000) Dollars, and Eighty Thousand (\$80,000) Dollars, due one (1), two (2) and three (3) years after date, respectively, secured by vendor's lien contained in said deed dated August 24, 1945, from me to Robert S. Durno and additionally secured by deed of trust of said date, do hereby relinquish any lien which I may have against the roads designated on said map of Bayou Woods, Section Two; and, as owner of said notes and the lien securing same, do hereby join Robert S. Durno in placing the above-set-forth reservations, restrictions, and covenants upon said Bayou Woods, Section Two, and agree that said reservations, restrictions, and covenants shall remain in full force and effect. In testimony whereof, we, Robert S. Durno and S. P. Farish, cause this to be executed in Houston, Texas, this 25 day of September, A. D. 1945.

Robert S. Durno.

S. P. Farish.

The State of Texas, County of Harris.

Before me, a Notary Public in and for said County and State, on this day personally appeared Robert S. Durno and S. P. Farish, known to me to be the persons whose names are subscribed to the above and foregoing, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this the 25 day of September, A. D. 1945.

Audrey Bishop. Notary Public in and for Harris County, Texas.

(Seal)

Filed for record, Sept. 28, 1945 at 9:25 o'clock A.M. Recorded March 4, 1946 at 3:50 o'clock P.M.

W. D. Miller, Clerk County Court, Harris County, Texas.

By Mabel H. Admy Deputy

RECORDED'S MEMORANDUM:
All or Part of the Text on This Page
Was Not Clearly Legible For Subsidiary
Recordation

No. 272419

Anna Swirsky et vir

To

Orina Aron

Deed

The State of Texas, County of Harris.

Know all men by these presents:

That we, Anna Swirsky and husband, Fred Swirsky, of Houston, Harris County, Texas, for and in consideration of the sum of Ten (\$10.00) Dollars cash and other good, valuable and sufficient considerations to us in hand paid by Mrs. Orina Aron, the receipt of all of which is hereby acknowledged and confessed, have bargained, granted, sold and conveyed, and by these presents do bargain, grant, sell and convey unto the said Mrs. Orina Aron, a feme sole, of Houston, Harris County, Texas, all that certain land and property in Harris County, Texas, and which is more particularly described as follows; to-wit:

Lot No. Three (3) in Block No. Four (4) of the W. F. Wright Addition to the City of Goose Creek out of the George Wright Tract No. 4 in the Wm. Scott Lower League in Harris County, Texas. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Mrs. Orina Aron, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said Mrs. Orina Aron, her heirs and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof. Witness our hands on this, the 24th day of September, A. D. 1945. Anna Swirsky. Fred Swirsky.

The State of Texas, County of Harris.

Before me, the undersigned authority, on this day personally appeared Fred Swirsky and Anna Swirsky, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed

155-73-1691

M297929

08/31/89 00440350 M297929 \$ 9.00

AFFIDAVIT REGARDING THE AMENDED DEED RESTRICTIONS
FOR
BAYOU WOODS, SECTION TWO

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared W. Barry Kahn, a property owner in Bayou Woods, Section Two, hereinafter referred to as Affiant, known to me to be the person whose name is subscribed hereto, who after having been by me first sworn upon his oath deposed and said:

77
4
"My name is W. Barry Kahn, I am the owner of Lot 5 in Bayou Woods, Section Two, I am over the age of eighteen (18), have never been convicted of a felony, and know the facts hereinafter stated to be true and correct, of my own personal knowledge;

"The restrictions in effect for Bayou Woods, Section Two, require that in order to legally amend the restrictions, the owners of a majority of the net area of land in Bayou Woods, Section Two, must file an agreement to change the restrictions, in whole or in part, in the Deed Records of Harris County, Texas, at least one (1) year prior to the expiration of the automatic ten (10) year renewal period;

"The restrictions in effect are due to be automatically renewed on September 1, 1990; and

"The owners of title to a majority of the net area of land in Bayou Woods, Section Two, have deemed it to be in the best interest of themselves and of other present and future owners of land in Bayou Woods, Section Two, to amend the restrictions applicable to Bayou Woods, Section Two, and to recite in a single instrument all of the uniform restrictions applicable to said Bayou Woods, Section Two; and

"The plat of Bayou Woods, Section Two, reflects the subdivision to be a total of 96.16 acres, which is subdivided into thirty-four (34) lots, the total acreage to which title is held being 85.29 acres.

"NOW, the owners of title to a majority of the net area of land in Bayou Woods, Section Two, the calculation of which majority is evidenced in the attached Exhibit "A", have agreed and approved that the Amended Deed Restrictions for Bayou

155-73-1692

Woods, Section Two, attached hereto as Exhibit "B", are the current restrictions applicable to Bayou Woods, Section Two."

EXECUTED this the 30 day of August, 1989.

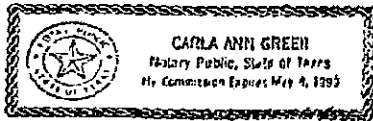
"AFFIANT"

W. Barry Kahn
W. Barry Kahn

(4)
10/10/89
v

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority, by W. Barry Kahn, who upon his oath firsthand did acknowledge that he executed the aforementioned Affidavit for the purposes and considerations therein expressed.



Carla Ann Green
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission expires:

5/4/93

155-73-1693

EXHIBIT "A"

<u>LOT NO.</u>	<u>NAME & ADDRESS</u>	<u>ACREAGE</u>
2	Ellis & Beverly Rudy 9222 Sandringham Houston, Texas 77024	1.20999
4	William S. & Lora Jean Kilroy 9030 Sandringham Houston, Texas 77024	2.20612
5	W. Barry & Tammie J. Kahn 9014 Sandringham Houston, Texas 77024	1.8609
6	George F. & Bonnie O. Noon 9010 Sandringham Houston, Texas 77024	2.0923
7	Stanton I. & Cheryl Moldovan 8838 Sandringham Houston, Texas 77024	2.3485
8	Doug & Priscilla Sanders 8828 Sandringham Houston, Texas 77024	2.071
9	Ethel Read Lennie 8818 Sandringham Houston, Texas 77024	1.7337
10	Laura C. Maida 8803 Memorial Drive Houston, Texas 77024	2.803
13	John M. & Loretta A. Kelly 421 Buckingham Drive Houston, Texas 77024	1.134
14	George E. & Claudine Fletcher 343 Buckingham Drive Houston, Texas 77024	1.15257
15	Sandra Leigh Bryant 335 Buckingham Drive Houston, Texas 77024	1.2031
16	Mancill & Elva M. Allen 333 Buckingham Drive Houston, Texas 77024	1.49229
18	Mrs. F. Warren Hicks 316 Buckingham Drive Houston, Texas 77024	1.55879
21	Lillian M. Rembert 332 Buckingham Drive Houston, Texas 77024	1.9206
22	O. Theodore & Carol E. Dinkens 422 Buckingham Drive Houston, Texas 77024	2.8952
23	Robert A. & Victoria N. Rowland 528 Buckingham Drive Houston, Texas 77024	2.050895

821.002/RO07
9779-1

155-73-1694

Part of Lot 24 (24A)	Arthur D. & Elizabeth Booth Dyess 9015 Sandringham Houston, Texas 77024	1.961
Part of Lot 24 (24B)	T. Kelly Butler 9025 Sandringham Houston, Texas 77024	2.9420
Part of Lot 25 (25B)	Bruce & Ede Ruth Weiner 10910 Shawnbrook Dr. Houston, Texas 77071	2.92
26	Fred & Marian E. Rosen 415 Carnarvon Houston, Texas 77024	4.3695
27	Johnny & Alleyne P. Mitchell 215 Carnarvon Houston, Texas 77024	4.6114
Part of Lot 31 (31)	J.A. & Margaret W. Elkins 101 Farish Circle Houston, Texas 77024	2.125
Part of Lot 31 (31A)	Saunders & Edwina Gregg 114 Farish Circle Houston, Texas 77024	1.353

TOTAL ACREAGE = 50.014855

50.014855 ACRES = 58.6% OF NET AREA OF LAND TO WHICH TITLE IS
HELD IN BAYOU WOODS, SECTION TWO.

EXHIBIT "A"

Page 2 of 2

821.002/R007
9779-1

EXHIBIT "B"

155-73-1695

AMENDED DEED RESTRICTIONS BAYOU WOODS, SECTION TWO

WHEREAS, by instrument dated September 25, 1945, Robert S. Durno imposed certain restrictions, recorded in the Deed Records of Harris County, Texas, at Volume 1403, Pages 311-313, on the following described tract of land:

Tract No. 1: A part of Lot 4 of the subdivision of the Peter Wilson Tract, James Wharton Survey, Harris County, Texas, more particularly described as follows: Beginning at a point which is 200 feet south of 0°39' west of the intersection of the south line of Memorial Drive and the west line of the property dead to W. S. Farish by R. B. Peters by deed recorded in Volume 782, Page 297, of the Deed Records of Harris County, Texas; THENCE north 80°31' east 150.5 feet; THENCE south 89°47' east 100.3 feet; THENCE south 71°28' east 174.9 feet; THENCE north 31°35' east 250.36 feet to south line of Memorial Drive; THENCE 60 feet along south line of Memorial Drive to southeast corner of intersection of Memorial and Buckingham Drives; THENCE south 31°35' east 297 feet more or less to the southwest corner of Lot A, BAYOU WOODS, Section Two, according to map recorded in Volume 18, Page 46, of the Map Records of Harris County, Texas; THENCE south 70°32' east 209.12 feet; THENCE south 70°40' east 124.62 feet; THENCE south 61°27' east 168.4 feet; THENCE south 61°07' west 130 feet; THENCE south 49°41' east 142.85 feet; THENCE south 40°49' east 145.93 feet; THENCE south 41°37' east 139.61 feet; THENCE south 36°17' east 167.05 feet; THENCE south 36°21' east 136.61 feet; THENCE south 26°44' east 136.95 feet; THENCE south 17°46' east 141.25 feet; THENCE south 13°34' east 153.82 feet; THENCE north 89°57' east 279.82 feet to the west line of Memorial Drive; THENCE in a southerly direction along Memorial Drive 274.48 feet; THENCE 60 feet to the southwest corner of Memorial and Carnarvon Drives; THENCE along a curve on the west line of Memorial Drive 354.6 feet; THENCE south 60°46' west 215.25 feet; THENCE west 325.0 feet; THENCE south 42°28' west 1,091.5 feet; THENCE south 0°33' west 110.3 feet; THENCE north 89°27' west 977.57 feet; THENCE north 0°39' east 2,756.25 feet to the place of beginning.

Also Lots I and K, BAYOU WOODS, Section Two, referred to above, said land being part of the land conveyed to Robert S. Durno by S.P. Farish under date of August 24, 1945, and being the identical land covered by map dated the 10th day of December, 1941, of the subdivision of BAYOU WOODS, Section Two, filed for record in Volume 18, Page 46, of the Maps Records of Harris County, Texas, except it does not include Lots A, B, C, D, E, F, G, H, J, and L of said subdivision, hereinafter known as BAYOU WOODS, Section Two; and notwithstanding the preceding exception, the owners of the above excluded lots and other adjoining and nearby properties may submit their properties to these restrictions and covenants as evidenced by their signature hereon, and

WHEREAS, by instrument dated May 9, 1946, recorded in the Deed Records of Harris County, Texas, at Volume 1448, Pages 127 and 128, the said Robert S. Durno amended said restrictions; and

155-73-1696

WHEREAS, Robert S. Durno placed further restrictions and covenants on individual lots in this subdivision and other adjoining and nearby lots by separate deeds to predecessors in title or the current owners hereof ("Deeds from Durno"); and

WHEREAS, the undersigned owners of title to a majority of the net area of land in Bayou Woods, Section Two, deem it in the best interests of themselves and of other present and future owners of land in Bayou Woods, Section Two, to further amend said restrictions and to recite in a single instrument all of the uniform restrictions applicable to the land in Bayou Woods, Section Two; but, to the extent that Deeds from Durno contain non-uniform restrictions and covenants, such restrictions and covenants are not affected;

NOW, THEREFORE, the undersigned owners of title to a majority of the net area of land in Bayou Woods, Section Two, hereby place the following amended reservations, restrictions and covenants to apply uniformly to the use, occupancy and conveyance of all lots in Bayou Woods, Section Two, and each contract or deed which may be hereafter executed with regard to any of the lots in said Bayou Woods, Section Two, shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements as though set out in full or by reference in said contract or deed.

1. A. Lots for Single Family Dwellings: All lots in Bayou Woods, Section Two shall be used for single family residential dwelling purposes only. After the effective date hereof, no structure shall be placed or erected on any lot except a one family dwelling residence which shall not exceed three stories in height, plus attic space, whether finished or unfinished, together with an enclosed private garage which will contain no more than five (5) car spaces. The garage structure may contain living quarters for bona fide servants or non-paying guests of said single family dwelling residence and shall not exceed the height of the main residence. This shall not prohibit a guest house and/or other structure which is permitted

EXHIBIT "B"

Page -2- of 34

48.107/R039
9779-1

by these restrictions, which shall be in addition to the single family residence.

✓ 1. B. Residential Use Only: Only one residence shall be constructed on each lot, except as permitted by the restrictions and covenants contained in Deeds from Durno pertaining to that respective lot. All residences erected after the effective date hereof shall face dedicated streets, except with written approval of the Architectural Control Committee prior to construction of said residence. Residences shall not be used to conduct any business that invites the public or customers to the residence to conduct business, or that permits or requires other than family members to regularly enter the property, or that requires the storage of any supplies, property or material in or around the real estate visible from the street, or that creates a public or private nuisance. Neither shall any junked or non-operative vehicles which are visible from the street be stored or kept on any lot.

2. No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location of the structure or improvements have been approved by the Architectural Control Committee. Plans and specifications for new structures, or additions or alterations to existing structures, shall include indications as to use, quality of workmanship and materials, and location with respect to topography and finish grade elevation. The exterior design of new structures, and additions and alterations of existing structures, shall be in harmony with the esthetics and values of the neighborhood. Plans and specifications shall be submitted to the President or Vice President of the Association, as such Association is hereinafter defined, who shall forward the plans and specifications to the Architectural Control Committee for consideration. If the plans and specifications have not been approved or rejected by the Architectural Control Committee within forty-five (45) days from the date of submission, then said plans and specifications shall be submitted to three (3) independent reputable architects who

EXHIBIT "B"

Page - 3 - of 34

48.107/R039
9779-1

shall have the authority to approve or reject such plans and specifications in accordance with these restrictions as though the plans and specifications had been submitted to the Architectural Control Committee. Any alteration or amendment of approved plans and specifications shall be submitted for approval in the same manner as submission of original plans and specifications. The Bylaws of the Association shall prescribe the process by which an appeal may be made from the rejection of plans and specifications by the Architectural Control Committee.

The Association or Architectural Control Committee shall not approve any improvements, additions or alterations which do not conform to these restrictions.

3. A. Association. Upon the effective date hereof, all property owners in Bayou Woods, Section Two, shall become members of Bayou Woods - Oak Hill Association of Property Owners, Inc., (the "Association") and shall be bound by the Bylaws of the Association and the Rules and Regulations promulgated by the Board of Directors of the Association. The Association shall have the powers and obligations of performing the duties set forth under these Amended Deed Restrictions and any Articles of Incorporation and/or Bylaws of such Association.

The Association shall have the duty, power and obligation to collect and administer the Annual Assessments and other charges provided for herein for the property owners. Such assessments shall be used solely for the enforcement of restrictions and covenants, the maintenance and beautification of the public areas within and surrounding the subdivision and for any other use approved by the Board of Directors of the Association as being in the best interest of the property owners.

At any time, the owners of three-fifths (3/5's) of the net acreage area of the subdivision may elect to withdraw the subdivision from the Bayou Woods - Oak Hill Association of Property Owners, Inc. or any other Association which three-fifths (3/5's) of the net acreage owners may elect to join. In the event three-fifths (3/5's) of the net acreage owners elect to withdraw from Bayou Woods - Oak Hill Association

EXHIBIT "B"

-4-
Page 34 of 34

48.107/RO39
9779-1

of Property Owners, Inc., they shall either form their own association or join another association by election at the time of withdrawal.

All references to Association shall be to the then operative association of which all property owners shall be members. The property owners of Bayou Woods, Section Two may elect to join an association other than Bayou Woods - Oak Hill Association of Property Owners, Inc., or to form their own association. A newly formed association shall initially have articles of incorporation and bylaws substantially the same as those for Bayou Woods - Oak Hill Association of Property Owners, Inc.

B. Non-Waiver. To the extent that these restrictions and covenants conflict with, or are less restrictive to any additional non-uniform restrictions imposed in original deeds from Durno, the non-uniform restrictions contained in such deeds shall control.

4. Animal Husbandry: No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No homeowner shall maintain or keep a number of pets prohibited by City of Houston Ordinance. Every dog, cat or other household pet shall at all times, except when they are confined within the Lot, be restrained by a leash, rope or other similar restraint.

5. A. Recreational Vehicles: No more than an accumulative total of two (2) recreational vehicles, trailers or boats on trailers shall be parked on residence lots or the street in front or on the side of such residence lots such that they are visible from the street for more than an accumulative total of forty-eight (48) hours per calendar month.

B. Prohibited Vehicles: No vehicles displaying advertising, commercial vehicles, trucks with more than four tires and trucks heavier than three-fourths (3/4ths) ton pickups, shall be parked on residence lots or the street in

EXHIBIT "B"

Page 5 of 34

48.107/R039
9779-1

front or on the side of such residence lots such that they are visible from any street for more than an accumulative total of forty-eight (48) hours per calendar month. This clause shall not be construed to prevent overnight parking for private passenger vehicles, pick-up trucks and mini-vans.

6. Maintenance of Lots: Grass, vegetation and weeds on each lot shall be cut, trimmed, edged and/or watered as often as may be necessary to maintain the same in a neat and attractive manner. If the owner of the lot fails to do so within ten (10) days after written notice shall have been given, the Association may have the same cut, trimmed, edged and/or watered at the expense of the property owner.

Dead or noticeably unhealthy plants or trees (including tree stumps), or portions thereof, shall be removed and disposed of at property owner's expense. If the property owner fails to do so within thirty (30) days after written notice shall have been given, the Association may have the same removed and disposed of.

The property owner shall be obligated to pay the cost of all maintenance, removal and disposal within thirty (30) days, the payment of which is secured by the lien which secures the Annual Assessments as herein provided. Entrance to the property in order to perform maintenance, removal and disposal by an authorized contractor or representative of the Association shall not be deemed to constitute trespassing.

In the event of a partial loss, or damage and destruction resulting in less than total destruction of a residence, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Lot of all debris (including the slab or other foundation and related plumbing) and return it to substantially the natural state in which it existed prior to the beginning of construction. Said lot shall be regularly cut and maintained in

EXHIBIT "B"

-6-
Page _____ of 34

48.107/R039
9779-1

a neat and attractive manner. Water service shall be retained for lawn maintenance.

7. Each residence erected on any lot shall (a) cost not less than \$250,000.00 to erect, adjusted each year in proportion to changes in the Consumer Price Index or its successor, having 1988 as its base year, and (b) contain at least 2500 square feet of ground floor space for a one-story dwelling, or 1500 square feet of ground floor space for a two-story dwelling.

setbacks

8. No residence shall be erected with its main body nearer than seventy-five (75) feet from the street on which the lot fronts, unless permitted by the original Deed from Durno for that specific lot. No residence or outbuilding shall be erected nearer than twenty (20) feet to the side property line of any lot. All garages and outbuildings shall conform to the architecture of the residence on the same lot.

9. A. No trailer, basement, tent, shack, garage, barn or other outbuilding, excluding guest house, erected on any of the lots shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence; however, a garage, guest house or servant's house situated on the property may be occupied as a residence by domestic servants or non-paying guests, but only after the erection of the main residence.

B. No Temporary Buildings: No tool houses, lean-tos, outbuildings, or temporary buildings, that are visible from the street shall be permitted.

C. Signs: No sign of any kind shall be displayed to the public view on any lot except the following:

(1) one sign of not more than five (5) square feet in area advertising the property under construction by a builder, for sale or rent, or signs used by the Association and authorized by the Board of Directors; (2) not more than two (2) security warning signs of not more than one and one-half (1 1/2) square feet in area shall be displayed on any one lot, unless approved by the Association.

EXHIBIT "B"

Page 7 of 34

48.107/R039
9779-1

11. Fences: No fence, wall or hedge, or any modification or replacement thereof, shall be placed on any lot after the effective date hereof without the prior written approval of the Architectural Control Committee. Once erected, all fences must be maintained in a good state of repair.

After the effective date of the Amendments, new or replacement fences must be of solid wood, masonry or wrought iron construction, utilizing conventional fencing material. No fence will be permitted between the street and front building line and/or side building line (if residence is on a corner lot) unless approved by the Architectural Control Committee. No wire or hurricane fences shall be erected unless not visible from the street, except that this prohibition shall not apply to tennis court fencing so long as prior written permission is obtained from the Architectural Control Committee. Approval of fences must be obtained from the Architectural Control Committee as outlined in Section 2 of these Amended Deed Restrictions.

12. A. Prohibition of Offensive Activities and Upkeep: No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. The Association has the right to determine which activities are considered annoying, noxious or a nuisance. All homes and improvements shall be maintained in a satisfactory condition as determined by the Association.

If a property owner fails or refuses to properly maintain the property after thirty (30) days written notice, the Association may apply to the appropriate District Court in Harris County, Texas for injunctive relief either to order the homeowner to do the maintenance, or to permit the Association to contract for the maintenance and have a judgment for the cost of such maintenance, with interest thereon, plus reasonable attorneys' fee, and to enforce the lien against the property for such costs.

EXHIBIT "B"

Page -8- of 34

B. Garage Sales: A garage sale, yard sale or any other form of sale of articles from a residence may occur not more frequently than at six month intervals for each lot and each such garage sale may not exceed two consecutive calendar days.

C. Mineral Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil, natural gas or minerals of any kind shall be erected, maintained, or permitted upon any Lot.

13. "Owners," as used herein, shall include those who have legal title to the land in the subdivision, except it shall not include the owner of a vendor's lien.

A. Annual Assessment: All lots in Bayou Woods, Section Two (2) shall be and same are hereby subjected to an annual maintenance charge ("Annual Assessment"), as annually fixed by the Association, of not more than One Hundred Fifty and No/100 Dollars (\$150.00) ("Ceiling Rate") provided that the Ceiling Rate shall be adjusted yearly by the Association to the extent the Consumer Price Index for all Urban consumers (Houston area 1982-84=100) ("CPI-U") is increased in any subsequent year over the prior year. The Board of Directors of the Association may adjust the Annual Assessment in any year to an amount not to exceed the then current Ceiling Rate should they determine a need for such increase.

B. Effect of Non-Payment of Assessments/Liens: Any Annual Assessment or other charge provided for herein not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of fifteen percent (15%) or eighty percent of the highest rate of interest permitted by the laws of the State of Texas to be charged on individual contract obligations. No Owner may waive or otherwise escape liability for the assessment provided herein by

EXHIBIT "B"

-9-
Page 34 of 34

48.107/RO39
9779-1

abandonment of his Lot. Any costs, including attorney fees, incurred by the Association in the pursuit of collection of delinquent accounts remain the personal liability of the owner in possession of the property at the time the assessment fell due and remains a continuing debt against the property.

C. Lien to Secure Assessment and Other Charges:

To secure the payment of all Annual Assessments and other charges provided for herein established hereby and to be levied on individual residential Lots or Residences, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Grantor shall convey such Lots, a Lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law by any property owner or the Association.

D. Subordination of the Lien to Mortgages: The

lien created to secure the payment of the maintenance fee and all Annual Assessments and other charges provided for herein shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot. Prior to any proceeding by the Association to enforce its lien upon any Lot upon which there is an outstanding valid purchase money or construction lien, the Association shall give the holder of such valid lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such lien holder by prepaid U.S. Certified Mail, and shall contain a statement of the delinquent charges or Annual Assessments upon which the proposed action is based. Upon the request of any such lienholder, the Association shall acknowledge in writing to the lienholder, its obligations to give the foregoing notice with respect to the particular lot covered by such mortgage lien.

14. Enforcement. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate

EXHIBIT "B"

Page -10- of 34

any of the covenants herein, it shall be lawful for the Association or any person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages, including costs and attorney fees, or other dues from such violation. Failure by the Association or any person or persons owning any real property situated in this subdivision to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

15. Severability. Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Amendments. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until September 1, 2001, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that the owners of title to three-fifths (3/5's) of the net area of land in Bayou Woods, Section Two, may, by written agreement signed by them and recorded in the Deed Records of Harris County, Texas, at least one (1) year prior to the expiration of any ten (10) year period change these covenants in whole or in part; and further provided that such written agreement shall be preceded by at least thirty (30) days' written notice to all owners of record, mailed to the address of the land owned in Bayou Woods, Section Two, and to the address shown by the most recent Tax Roll Record of Harris County, Texas. If there is more than one owner per lot and they are in opposition to each other that vote is cancelled out.

EXECUTED by the aforementioned owners of real property in Bayou Woods, Section Two, on the date indicated, to be effective when recorded in the Real Property Records of Harris County, Texas.

EXHIBIT "B"

Page -11- of 34

48.107/RO39
9779-1

155-73-1711

Date 8/5/89

Doug Sanders
Name Printed: DOUG SANDERS
Address: 8828 SANDRINGHAM
HOUSTON, TX 77024

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Doug Sanders, owner of Lot 8, Bayou Woods, Section Two, Harris County, Texas, also known as 8828 Sandringham, Houston, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed this instrument for the purposes and considerations therein expressed, and if said person is acting on behalf of a business organization, in the capacity therein stated and as the act of said organization.

Blanche Rose
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Blanche Rose
Expires 2/13/92

Date 8/10/89

Priscilla Sanders
Name Printed: PRISCILLA SANDERS
Address: 8828 SANDRINGHAM
HOUSTON, TX 77024

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Priscilla Sanders, owner of Lot 8, Bayou Woods, Section Two, Harris County, Texas, also known as 8828 Sandringham, Houston, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed this instrument for the purposes and considerations therein expressed, and if said person is acting on behalf of a business organization, in the capacity therein stated and as the act of said organization.

Blanche Rose
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Blanche Rose
Expires 2/13/92

EXHIBIT "B"

48.014/R039
9779-1

Page 17 of 34