

AMENDMENTS TO THE RESTRICTIONS, RESERVATIONS,
COVENANTS AND CONDITIONS [PROTECTIVE COVENANTS] ON
THE LOTS, TRACTS, AND PARCELS OF LAND IN OAK HILL (ADDITION), AS REPLATTED
A SUBDIVISION IN HOUSTON, HARRIS COUNTY, TEXAS
AS SHOWN WITHIN VOLUME 46, PAGE 22
OF THE HARRIS COUNTY, TEXAS MAP RECORDS

505-71-3168

KNOW ALL PERSONS BY THESE PRESENTS THAT the undersigned lot owners in the above-captioned subdivision do hereby execute this instrument to change the now existing protective covenants in said subdivision, by adding to said protective covenants a new Paragraph "25", which shall numerically follow Paragraph "24" as set forth upon Page 703, Volume 2841 of the Harris County Deed records in said protective covenants and shall be construed in all ways along with the said existing protective covenants as if all were set out altogether verbatim. The said Paragraph "25" with its sub parts A-1 inclusive is attached to this Amending instrument on separate pages and is incorporated herein by reference as if set out upon this page in full. The said now existing protective covenants for said subdivision are filed in Volume 2841, pages 697 through 704 inclusive, of the Harris County Deed Records, and as heretofore amended in Volume 3962, pages 99 through 109 inclusive, of the Harris County Deed Records. The said Paragraph "25" with its said sub-parts shall be wholly prospective, and shall not apply to any improvements lawfully in place on the effective date hereof.

This amending instrument shall be executed in any number of parts by the relevant lot owners of the captioned subdivision who may execute same, and all of the duly executed parts shall constitute one original amending instrument along with the duly executed acknowledgements hereof. This amending instrument, after being executed in its parts by more than a majority of the lot owners in said subdivision, Oak Hill (Addition) and after being duly recorded, shall form an integral part of the said existing protective covenants as heretofore amended and shall become effective on October 14, 1995 and shall remain in full force and effect as set forth therein.

In evidence hereof we acknowledge to the world and the undersigned Notary Public for the State of Texas acting as such at our request, that this instrument is executed by the undersigned owner or owners of the lot described and set forth below, on the date specified, for the purposes and consideration herein expressed.

Block one (1), Lot 16

9/19/1995
Date of Signature

[Signature]
Signature of Lot Owner

MAX UZICK
(Print Name)

9/19/1995
Date of Signature

[Signature]
Signature of Lot Owner

JEAN UZICK
(Print Name)

Effective on or before: Oct. 14, 1995

(NOTE: If there is but one owner of said lot, please strike or white out the second signature line. If there are more than two owners of said lot, please have the additional owner(s) date and sign under the first two signatures.)

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 19 day of Sept, 1995 by Max Uzick
and Jean Uzick known by me the undersigned Notary Public to be said persons

(SEAL)

My Commission Expires

3/3/97



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Charlene D. Lorino
(Printed Name)

505-71-3164

25. Amendments to the PROTECTIVE COVENANTS OF OAK HILL (Addition)
of Houston, Harris County, Texas, all approved as required by law in the year 1995, to wit:

A. The (Architectural Control) Committee described within Paragraph 3 hereinabove is hereby recreated and shall henceforth consist of 3 members and 3 alternate members who shall each be homeowners in Oak Hill and who shall each be selected by the majority vote of the persons owning the lots in Oak Hill (not including a mortgage holding entity or person) who shall attend a meeting called for that purpose after at least 10 days prior written notice to the last known mailing address of said Oak Hill lot owners. The said members and alternate members of said Oak Hill Architectural Control Committee shall be designated for Place one, Place two, and Place three on said Committee. After being selected as aforesaid, said Committee may choose from the three members a Chairperson and a Secretary and any desired alternates thereof, and shall conduct its business through written orders and minutes in substantial compliance with Robert's Rules of Order. An alternate member of said Committee may vote on a matter before the Committee solely when the Member for the relevant Place on the Committee fails to do so for any reason. A quorum to conduct any business before the Committee shall be three Members or their alternates, but at least one of said persons for a quorum shall be a Member, not an alternate member. All Committee action shall be by way of at least a two-thirds (2 out of 3) recorded vote of the Committee. Committee Members and alternate Members shall each serve a three year term and during their terms each must remain a homeowner and resident of Oak Hill, and shall serve until their successors are duly certified and qualify to replace them. The said Oak Hill Architectural Control Committee hereby recreated and reinstituted as aforesaid shall have all of the powers and authority set forth hereinabove within Paragraph 3 and any other portions of the protective restrictive covenants of Oak Hill and any Amendments thereto. The said Committee may establish written guidelines relevant to these restrictive covenants in due course if it so chooses. All language conflicting with this amending Paragraph 25 (A) contained in Paragraph 3 above is hereby repealed, cancelled and rendered for naught.

The Architectural Control Committee shall not approve any improvements, additions, alterations, fences, walls or any other proposed projects hereunder which do not conform to the restrictive covenants and amendments thereto, all as interpreted by proper authority.

B. No single family dwelling nor any improvements or structures related thereto such as, but not limited to garages and outbuildings erected upon any lot in Oak Hill shall exceed two (2) stories in height exclusive of any attic area forming an integral part of any such structure or

505-71-3165

structures, nor shall any such dwelling or related improvements exceed 30 feet in height, including all portions of said structures. No single family dwelling, nor any improvements thereto such as garages or outbuildings erected upon any lot in Oak Hill shall have a flat or substantially flat roof or a roof with a pitch less than 12:3.

The Amendment to the Oak Hill covenants and restrictions duly signed as required in law and thereafter recorded in Volume 3972, Pages 99 through 109 inclusive of the Harris County Deed Records is hereby repealed and supplanted to the extent of any discord or conflict with this and any other relevant Paragraph.

C. Paragraph Number seven (7) above is hereby repealed and revoked, so that hereafter any garage (vehicle) building constructed upon the said Block One, lots 1, 8, 9, 16 and 17 may face Silber Drive PROVIDED that any garage vehicle opening constructed therein shall have high quality garage doors and no owner or resident thereof shall ever suffer or permit any materials, unsightly items of any kind or equipment stored within any such garage to become visible from any portion of Oak Hill or the public streets or to the public.

D. All single family dwellings erected in Oak Hill and all related improvements shall be constructed of not less than fifty-one (51) percent masonry, such as, but not limited to brick veneer, brick, stone, stone veneer, stucco and other such high quality, fire resistant materials PROVIDED that no exterior walls of any such structures shall be of unfaced concrete blocks or similar blocks or any asbestos or similar shingles.

E. All single family dwellings erected in Oak Hill and all related improvements shall utilize roofing materials that are lawful under the relevant City of Houston Building Code for residential structures in force at the time and shall be of a weight, quality material, and color consistent with the design of the related residential structures and in reasonable harmony with the existing homes in Oak Hill.

F. No homeowner or resident of Oak Hill shall place (nor allow to be placed) any vehicles displaying advertising, commercial vehicles, trucks with more than four wheels (tires), trucks heavier than 3/4 ton pickups, motor homes, Mobil homes, recreational vehicles, golf carts, boats, trailers, motorcycles or similar vehicles, construction equipment or agricultural equipment in any portion of Oak Hill open to public view from the public streets or from adjacent property in Oak Hill. This Paragraph shall not be construed to prohibit overnight parking in Oak Hill for private, non commercial passenger vehicles, pick-up trucks or mini-vans normally used for noncommercial,

505-71-3166

residential family purposes. Nor shall this Paragraph be construed to prohibit any lawful short lived activity in Oak Hill wholly incident to the lawful single family, residential use of the relevant property in Oak Hill, such as repair, construction or maintenance activities on Oak Hill property.

G. No homeowner or resident of Oak Hill shall place (nor allow to be placed) any placard or sign or banner or any similar or other advertising device in or upon their property, real or personal in Oak Hill, in such a manner that such item or items are open to public view in or near Oak Hill. This prohibition shall include any such item or items calculated to advertise any property in Oak Hill, real or personal for sale or lease or similar commercial transaction. PROVIDED that a homeowner or resident of Oak Hill may during the 14 day period prior to any election erect no more than one sign not over 5 square feet in size on any lot or homesite which expresses a political preference in said election and PROVIDED further that any such sign shall be totally removed no later than the 24 hour period next following the relevant election.

H. A homeowner or homeowners of Block One, Lots 17, 18 or 19 (Lots in Oak Hill facing Memorial Drive) may erect a fence or wall upon or near the front property lines of the relevant lot or lots as said front building lines are shown upon the replat of Oak Hill under the Harris County Clerk's File No. 1,300,518 and as shown in the Harris County Map Records, Volume 46, Page 22, PROVIDED that any such fence or wall shall be well designed and constructed of at least 80% wrought iron or wrought aluminum and 20% high quality masonry material, such as brick, stone or stucco. A homeowner or homeowners of Block One, Lots 1, 8, 9, 16 and 17 (Lots in Oak Hill with sides on Silber Drive) may erect a well designed fence or wall upon the relevant side building lines as shown upon the Oak Hill replat (supra), which fence or wall may be of solid, quality materials including brick, stone, stucco, wood or solid materials melded with wrought iron or aluminum or combinations thereof, PROVIDED that unfaced concrete or similar blocks and any "hurricane" or wire type fencing materials in such locations are strictly prohibited. No homeowner or resident of any lot in Oak Hill not specifically mentioned in this Paragraph 25 (H) by numbered lot shall erect or permit to be erected any fence or wall along the front of any such lot or dwelling.

PROVIDED further that no fence or wall or any modification or replacement thereof shall be placed on or near any property in Oak Hill after the effective date hereof without the prior written approval of the Architectural Control Committee as described in Paragraph 3 and Paragraph 25 (A) above for other improvements planned or anticipated in Oak Hill. Once erected according to proper authority, all fences and walls must be maintained by the relevant owner or resident in a good,

505-71-3167

reasonable state of repair or entirely removed in due course.

I. Any person or persons purchasing a lot in Oak Hill after October 14, 1995 shall become members of the Bayou Woods - Oak Hill Association of Property Owners, Inc. (the "Association") and shall be bound by the By Laws of the Association and the relevant Rules and Regulations thereof as same shall be amended from time to time which do not conflict with the relevant Oak Hill restrictions and amendments thereto, if any.

The said Association shall have the duty, power and obligation to collect and administer the Annual Assessments, dues and other charges provided for herein for the property owners. Such charges 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 lawfully approved by the Board of Directors of the said Association as being in the best interest of the property owners.

PROVIDED that no Oak Hill lot owner or homeowner shall ever be obligated to pay to the said Association any assessments and/or other charges levied by the Association which are more than 20% higher than the previous year's total assessments, dues and other charges levied by said Association or more than 50% higher over a consecutive 5-year period unless a majority of the members of the said Association have approved any and all of such increased charges according to all relevant Association By-Laws, rules and the germane law.