

AMENDMENT TO DEED RESTRICTIONS

**BAYOU WOODS, SECTION THREE**

20100366364  
08/26/2010 RP2 \$78.50

This Amendment to Deed Restrictions (this "Amendment") modifies and amends the Deed Restrictions for Bayou Woods, Section Three, a subdivision located in the City of Houston, Harris County, Texas, as provided below:

**Property Affected:**

Lots One (1) through Twelve (12) and Fourteen (14) through Forty-Two (42), inclusive, Bayou Woods, Section Three, Houston, Harris County, Texas, according to the Map or Plat (the "Plat") thereof filed of record at Volume 22, Page 54 of the Map Records of Harris County, Texas (the "Subdivision").

**Restrictions:**

Amended and Restated Deed Restrictions recorded on July 28, 2000, effective on September 1, 2001, filed of record under Clerk's File No. U533622 of the Real Property Records of Harris County, Texas (the "Restrictions").

**Procedure to Amend Restrictions:**

The owners of a majority of the lots in the Subdivision may amend the Restrictions by written agreement recorded in the Official Public Records of Real Property of Harris County, Texas, if the instrument is executed and filed prior to September 1, 2010.

**Purpose of Amendment:**

To establish such additional architectural controls and performance standards appropriate to keep the community attractive and protection of property values.

**Texas Property Code:**

This Amendment is made pursuant to the provisions of the Restrictions, not the provisions of the Texas Property Code.

The Restrictions are hereby RATIFIED, CONFIRMED AND READOPTED as a part of this Amendment, provided that the Restrictions are amended by the additions, deletions and modifications set forth below. All references to section, title and restriction numbers as well as headings are to those in the Restrictions. Terms capitalized but not defined herein shall have the meanings ascribed to such terms in the Restrictions.

## AMENDMENTS

The Restrictions are amended as follows:

1. Use of Lots.

**The following subsections are added to the end of Section 1 of the Restrictions:**

"E. Height. Structures shall not exceed thirty-eight (38) feet above natural grade (prior to development) and with no more than two and one-half (2 ½) stories of living area. A ½ story of conditioned living space is permitted above the second story, not to exceed sixty percent (60%) of the conditioned floor area of the second story if the ½ story area is contained within the volume defined by the roof lines of the dwelling, except that dormer windows are permitted. Chimneys and antennas may exceed the height of a structure by no more than three (3) feet. The Committee may issue a variance from the provisions of this section for good cause.

F. Roof Design. Flat roofs are prohibited. Roofs shall have a minimum roof pitch of 3/12 (i.e., the roof rises 3 inches for every 12 inches it runs). The Committee may issue a variance from the provisions of this section for good cause."

2. Architectural Approval Required.

**The following is added after the end of the first paragraph of Section 2 of the Restrictions:**

"The Committee may disapprove any plans and specifications upon any ground consistent with the objectives and purposes of the Restrictions, including, but not limited to deficiencies or objection to any of the following: compliance with the Restrictions; requested information; quality, character or appropriateness of exterior design, appearance or materials; compatibility with the established scheme of development of the Subdivision; site planning or engineering; location of improvements; the tree protection plan; color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any improvement; or any other matter which, in the sole judgment of the Committee, would render the proposed improvement inharmonious with the general plan of development contemplated for the Subdivision, or the established development patterns of the Subdivision. The Committee may approve any submitted plans and specifications with conditions or stipulations to be incorporated into the plans and specifications for such improvements or dwelling. Approval of plans and specifications by the Committee for improvements to one particular lot or dwelling are not approval or otherwise obligate the Committee to approve similar plans and specifications of any of the features or elements for the improvements for any other lot or dwelling in the Subdivision. The Committee may adopt and record in the Official Public Records of Harris County Texas rules or guidelines to provide guidance for new development and remodeling/reconstruction and all owners shall comply with those rules or guidelines. Any owner challenging the

decision of the Committee has the burden of proof that the Committee's decision was not in the best interests of the Subdivision and was inconsistent with the Committee's rights set forth herein."

**The following subsections are added to the end of Section 2 of the Restrictions:**

"F. Tree Protection Plan Approval. Plans and specifications for any proposed Improvements submitted to the Committee must include (i) a detailed tree survey identifying all trees, the size and species, and trees proposed to be removed in connection with the construction of the Improvements, and (ii) a tree protection plan prepared by an arborist or other qualified party. Required tree protection measures shall be taken in accordance with the tree protection plan approved by the Committee.

G. Variances. The Committee, in its sole discretion, may authorize variances from compliance with the provisions of Sections 1.E and 1.F as follows:

(i) If the Committee finds that it is necessary for a roof of a particular single family dwelling to be architecturally proportionate, the Committee may authorize a portion of the roof (not to exceed 50%) to be flat so long as at least fifty percent (50%) of the roof area is pitched and the flat portion of the roof is not visible from adjacent public streets; and

(ii) If a single family dwelling exceeds the maximum permissible height and the Committee finds that such encroachment was inadvertent or accidental, and could only be abated at material cost, the Committee may authorize a variance of up to two (2) feet.

Such variances must be written and are effective when signed by at least a majority of the members of the Committee. A variance may be granted with conditions or limitations. A copy of the variance may be recorded in the Office Public Records of Harris County, Texas. The Committee may establish rules, forms and procedures for consideration and approval of variances. If a variance is granted, no violation of the related provisions of the Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted; however, that a variance applies to and affects only the particular property and provision covered by the variance. The granting of any variance does not limit the Committee's authority regarding the subject matter of the variance as applies to other properties, nor the owner's obligation to comply with all applicable laws relating to the property receiving the variance."

3. Set Back Lines.

**The first sentence of Section 8 of the Restrictions is deleted and replaced with the following:**

"No Improvements shall be erected nearer than thirty-five (35) feet from the

front property line.”

4. Open and Pervious Area Requirements.

The following Section 9 shall be added to the Restrictions and subsequent Sections shall be renumbered accordingly:

“9. Open and Pervious Area Requirements. Every building site shall have the minimum percentages of open area and pervious area set forth below. Open area is an area unoccupied by any structure and open and unobstructed to the sky, but permits plants or trees. Pervious area is an area of natural ground or landscaping that receives rainwater and allows it to pass through or be absorbed, thus preventing excess water flow away from the area.

A. Open area:

- |       |                              |     |
|-------|------------------------------|-----|
| (i)   | Front property setback area: | 60% |
| (ii)  | Rear property setback area:  | 60% |
| (iii) | Entire building site:        | 40% |

B. Pervious area:

- |      |                              |     |
|------|------------------------------|-----|
| (i)  | Front property setback area: | 50% |
| (ii) | Entire building site:        | 24% |

Swimming pools and tennis courts are open area, but not pervious area.”

MISCELLANEOUS

1. Effective Date and Existing Violations Grandfathered. The provisions of this Amendment shall become effective upon recording in the Office Public Records of Harris County, Texas; provided, however, that this Amendment shall not apply to any construction if a building permit is issued by the City of Houston prior to that date. Any circumstances, conditions, or improvements which exist prior to the recording date which are not in compliance with this Amendment are “grandfathered” and need not comply; provided, however, if any such circumstances, conditions or improvements are voluntarily or involuntarily removed, abated or discontinued for a continuous period of 120 days after the date this Amendment is recorded, such circumstances, conditions or improvements may not be renewed or replaced in a manner inconsistent with this Amendment. The Committee may determine if any particular property or improvements are grandfathered under this section. Notwithstanding the foregoing, this provision shall not be construed to affect the right of the Association or any lot owner to proceed with or initiate action against any person who is in violation of the provisions of the Restrictions (defined above) after the effective date of this Amendment so long as the acts or circumstances constituting a violation of the Restrictions also violate the provisions of this Amendment.

2. Execution of Amendment. THIS AMENDMENT IS EXECUTED BY THE UNDERSIGNED OWNERS OF LOTS IN THE SUBDIVISION FOR THE PURPOSES OF AMENDING THE RESTRICTIONS. BY THEIR SIGNATURE BELOW, EACH OWNER REPRESENTS THAT THEY ARE THE RECORD TITLE OWNER FOR THE PROPERTY DESIGNATED AS OF THE DATE OF THEIR SIGNATURE AND, TO THE EXTENT THEY ARE EXECUTING THIS AMENDMENT IN ANY REPRESENTATIVE CAPACITY, THAT THEY HAVE REQUISITE POWER AND AUTHORITY TO EXECUTE THIS AMENDMENT.

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EXHIBIT A

**SIGNATURE PAGE FOR AMENDMENT TO  
DEED RESTRICTIONS FOR BAYOU WOODS, SECTION THREE**

The undersigned certify that they own record title as owner of the Property described below. They received, read and understood the Amendment to Deed Restrictions for Bayou Woods, Section Three (the "Amendment") and execute this document to evidence their approval of the Amendment. This signature page is to be attached as an exhibit to a master copy of the Amendment for recording purposes. An officer of Bayou Woods - Oak Hill Association of Property Owners, Inc. is authorized to execute and acknowledge the Amendment to certify compliance with the requirements of the Restrictions for amendment and to facilitate recordation of the Amendment.

OWNERS

PROPERTY

Julie Jaehne  
Printed Name: Julie Jaehne

[Signature]  
Printed Name: Keith Jaehne

Street Address: 9029 Kenilworth 107  
Lot 33,  
Bayou Woods, Section Three

William V.H. Clarke  
Printed Name: WILLIAM V.H. CLARKE

Stephanie A. Clarke  
Printed Name: STEPHANIE A. CLARKE

Street Address: 9014 KENILWORTH 107  
Lot 29,  
Bayou Woods, Section Three

G. Wyndham Smith  
Printed Name: G. WYNDHAM SMITH

Nancy Smith  
Printed Name: Nancy Smith

Street Address: 9121 Kenilworth 107  
Lot 21,  
Bayou Woods, Section Three

Deborah L. Gonzalez  
Printed Name: Deborah L. Gonzalez

[Signature]  
Printed Name: Ernest A. Gonzalez

Street Address: 9031 Kenilworth 107  
Lot 32,  
Bayou Woods, Section Three

U533622

533-74-2519

AMENDED AND RESTATED DEED RESTRICTIONS  
BAYOU WOODS, SECTION THREE (3)  
(Effective September 1, 2001)

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07/28/00 300423552 U533622 \$127.00

WHEREAS, by instrument dated July 8, 1946, Memorial Drive Realty, Inc., Fannie M. Fulton, and W.H. Colbert imposed certain restrictions (the "Original Covenants"), recorded in the Deed Records of Harris County, Texas, at Volume 1472, Page 15 on the following described tract of land:  
Lots One (1) to Twelve (12) and Fourteen (14) to Forty-Two (42), inclusive; Bayou Woods, Section Three (3), according to the Map or Plat thereof recorded in Volume 22, Page 54, Map and Plat Records of Harris County, Texas (the "Subdivision"); and

D

WHEREAS, the Original Covenants provided, in part, that they were to run with the land "until September 1, 1971, 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 lots in this subdivision, it is agreed to change 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-year period or 10-year periods thereafter"; and

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D

WHEREAS, by instrument entitled "Affidavit Regarding the Amended Deed Restrictions for Bayou Woods, Section Three," filed for record on August 30, 1990, in the Office of the County Clerk of Harris County, Texas, under said Clerk's File Sequence No. M797866 and recorded under Film Code No. 186-74-2465 et seq. in the Official Public Records of Real Property of Harris County, Texas (the successor records to the Deed Records of Harris County, Texas), the owners of title to the majority of the lots in the Subdivision agreed to change the Original Covenants by filing for record in the Deed Records of Harris County, Texas, at least one(1) year prior to the expiration of the then applicable 10-year period, an instrument entitled "Amended Deed Restrictions, Bayou Woods, Section Three (3)," to become effective September 1, 1991 (the "Amended Restrictions"); and

WHEREAS, the Amended Restrictions provided, in part, that they were "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 a majority of the lots in Bayou Woods, Section Three (3), 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 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 Three (3), and to the address shown by the most recent Tax Roll Record of Harris County, Texas"; and

WHEREAS, the undersigned, who are owners of title to a majority of lots in the Subdivision, desire, by written agreement, to amend and restate the Amended Restrictions and to recite in a single instrument all of the uniform restrictions applicable to the land in the Subdivision, to be effective September 1, 2001.

NOW, THEREFORE, the undersigned owners of title to a majority of the lots in the Subdivision hereby adopt the following amended and restated reservations, restrictions and covenants, effective September 1, 2001, to apply uniformly to the use, occupancy and conveyance of all lots in the Subdivision, and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, and covenants as though set out in full or by reference in said contract or deed; but, to the extent that deeds from prior grantors contain more restrictive non-uniform restrictions and covenants, such more restrictive non-uniform restrictions and covenants are not affected. To the extent that these Amended and Restated Deed Restrictions ("these Restrictions") conflict with prior restrictions and covenants, these these Restrictions shall control.



1. Use of Lots.

A. Single Family Residential Dwelling Purposes Only: All lots in the Subdivision shall be used for only single-family residential dwelling purposes. Only one single-family may occupy the residence constructed on a lot. No activity shall be conducted on any lot (i) in connection with which members of the public generally or specific clients or customers are invited or welcome to the lot for or in connection with business related purposes, (ii) that, other than bona fide servants occupying living quarters in a garage structure, permits or requires other than family members to regularly come onto the lot and to use or occupy less than all of the lot in exchange for valuable consideration, (iii) that requires the storage of any supplies, property or material in or around the lot visible from the street, or (iv) that creates a public or private nuisance.

B. Only One Single Family Residential Dwelling Unit and Related Improvements: No buildings or structures shall be placed or erected on any lot except (i) one single-family dwelling residence which shall not exceed two stories of living space in height, plus attic space (whether finished or unfinished), together with (ii) an enclosed private garage (attached or detached) which will contain no more than Four (4) car spaces, and (iii) other outbuildings to be used in connection with such residence, all constructed within the applicable setback lines. The garage structure may contain living quarters for bona fide servants or non-paying guests of the owner or occupant of the said single-family dwelling residence. Neither the garage nor any other outbuilding shall exceed the height of the main residence.

C. Non-Uniform Restrictions. To the extent that these amended and restated restrictions and covenants conflict with, or are less restrictive than any additional non-uniform restrictions imposed in original deeds, the non-uniform restrictions contained in such deeds shall control.

D. No Subdivision of Lots. No platted lot shall be further subdivided.

2. Architectural Approval Required: No building, structure, fence or other improvements (singly or collectively herein "Improvements") shall be erected, placed or altered on any lot until the construction plans and specifications and a survey plat showing the location of same on such lot have been approved in accordance with these Restrictions. No construction shall begin until the owner has received final written approval of the owner's plans. Plans and specifications for any new Improvements, or any addition or alteration to any existing Improvements, (i) shall be submitted to the Architectural Review Committee (the "Committee") of the Association, as such Association is hereinafter defined, for consideration and (ii) shall include indications as to use, quality of workmanship and materials, and location with respect to property lines, easements, setback lines, topography and finish grade elevation. Each residence shall face a dedicated street, except with written approval of the Committee prior to construction of said residence. The exterior design of new Improvements, and additions and alterations of existing Improvements, shall be in harmony with the esthetics and values of the neighborhood. All permanent Improvements other than the residence shall conform to the architecture of the residence on the same lot. Such Committee may tentatively approve or reject plans in whole or in part subject to the correction or change of one or more aspects of such plans or the inclusion in such plans of some requirement with respect to existing Improvements. Upon approval or rejection of such plans, the Committee shall inform the owner of such Committee's decision in writing, with a copy to the President of the Association.

A. Failure of Committee to Act or Rejection of Plans by the Committee. If the plans and specifications have not been approved or rejected by the Committee within forty-five (45) days from the date of submission, then said plans and specifications shall be deemed rejected. Whenever plans and specifications have been deemed rejected or actually rejected by action of the Committee, the owner who submitted the same shall, if such owner desires to proceed, submit such plans and specifications to an officer of the Association requesting review of same by the Board (as hereinafter defined). Notwithstanding deemed or actual

rejection of said plans by the Committee, the Board shall have the power to approve such plans in accordance with these Restrictions.

B. Failure of the Board to Act; Consequences to Owner. If the Board fails to act within thirty (30) days after such plans have been submitted to an officer of the Association requesting review of the action or inaction of the Committee, then—

(i) If the plans were deemed rejected by inaction of the Committee, the plans shall be deemed approved as a result of the inaction of the Board; or

(ii) If the plans were actually rejected by action of the Committee, then the plans shall remain rejected in the face of inaction by the Board.

C. Rejection of Plans; Appeal. If the plans are rejected under the provisions outlined above or rejected by action of the Board, then the owner may submit a written request to appeal the rejection of the plans. Such written request shall be sent to the President or a vice President of the Association by certified mail return receipt requested. In such written request the owner shall designate an architect who shall be the owner's representative. If the owner does not designate an architect to be the owner's representative, the written request for an appeal is not valid and the Association need not act upon the request.

(i) Upon receipt of a valid request from an owner for appeal of the rejection of the owner's plans, the Board shall, within 15 days of receipt of such request, designate in writing an architect to be the Association's representative and shall send a copy of such designation to the owner who submitted the request for appeal, to the owner's representative who was designated by the owner in the owner's valid written request for such appeal, and to the Association's representative.

(ii) The owner's representative and the Association's representative shall, within 15 days of such designation by the Board, select and designate a third architect (the "Third Architect") who, together with the owner's representative and the Association's representative, shall review the plans and specifications originally submitted to the Association for review (or any modified or revised plans prepared by or at the owner's request and submitted to the

Association for consideration in lieu of or as a supplement to the original plans).

(iii) A majority of the three architects shall have the authority to approve or reject such plans and specifications in accordance with these Restrictions. 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.

(iv) Neither the Association nor the Committee nor the architects acting in connection with an appeal shall approve any improvements, additions or alterations which do not conform to these Restrictions.

(v) The cost of the owner's representative shall be paid by the owner. The cost of the Association's representative shall be paid by the Association. The cost of the Third Architect shall be paid equally by the owner and the Association. The Board may require the owner to deposit with the Association the owner's estimated share of the cost of the Third Architect. If the Board elects to do so, the Board shall so state this requirement and the amount of the owner's deposit in its designation of the Association's representative pursuant to paragraph (i), above.

(vi) All architects designated or selected pursuant to the terms hereof shall be licensed to practice architecture under the laws of the State of Texas.

(vii) If the three architects fail to act within 35 days of such designation by the Board, then the plans shall be deemed rejected for purposes of these Restrictions. By written instrument from the owner to the three architects, the owner may extend the time for the architects to act in order to avoid automatic deemed rejection of the owner's plans.

D. Correction of Existing Violations. If any owner desires to modify, alter, increase or otherwise change any existing Improvements on a lot, which modification, alteration, increase or change would cause the "footprint" of the existing Improvements to change in any regard, then the Committee (or the Board or the three architects, as the case may be) may require such owner to correct any then existing violation of these Restrictions in order to bring all existing Improvements on the lot into compliance with these Restrictions regardless of when such existing Improvements were originally constructed. In determining whether to impose such requirement, the Committee (or the Board or the three

architects, as the case may be) shall consider the nature and extent of any existing violation, the cost to the owner to correct same, and the benefit to the Subdivision as a whole from bringing such Improvements into compliance or the detriment to the Subdivision as a whole in allowing such violation to continue.

E. Approval of Plans Continuing an Existing Violation; No Waiver.

The approval by the Committee (or the Board or the three architects, as the case may be) of plans which reflect or allow the continued existence of a pre-existing violation of these Restrictions (or any part thereof) shall not constitute a waiver of any part of these Restrictions with respect to any subsequent or future proposed Improvements or changes to existing Improvements with respect to such owner's lot or any other lot in the Subdivision.

3. Association.

A. Membership. All property owners in the Subdivision shall be 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 (the "Board") of the Association.

B. Duties. The Association shall have the powers and obligations of performing and enforcing the duties set forth under these Restrictions, any Articles of Incorporation and/or Bylaws and duly adopted rules and regulations of such Association, and Chapter 204 of the Texas Property Code. 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 as being in the best interest of the property owners. All actions permitted, authorized or required of the Association, unless these Restrictions or some provision of law expressly requires a vote of the owners of the lots in the Subdivision, shall be taken by the Board in accordance with the bylaws of the Association and may be implemented by any officer of the Association.

C. Withdrawal. At any time, the then current owners of three-fifths (3/5) of the lots of the Subdivision may elect by written instrument

signed by the then current owners of three-fifths (3/5) of the lots of the Subdivision to join an association other than Bayou Woods - Oak Hill Association of Property Owners' Inc., or to form their own association, and withdraw the Subdivision and all lots in the Subdivision from the Bayou Woods - Oak Hill Association of Property Owners, Inc. In the event the then current lot owners of three-fifths (3/5) of the lots elect by written instrument to withdraw the Subdivision from Bayou Woods - Oak Hill Association of Property Owners, Inc., they shall either form their own association or join another association by election at the time of withdrawal. An original counterpart of the instrument by which the then current owners of three-fifths (3/5) of the lots of the Subdivision have taken any such action shall not be effective until the same is recorded in the Official Public Records of Real Property of Harris County, Texas. All references to Association shall be to the then operative association of which all property owners shall be members. 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.

D. Non-Waiver. Except as provided above with respect to a vote of the then current owners of three-fifths (3/5) of the lots in the Subdivision, no owner may withdraw from the Association so long as such person is an owner of a lot in the Subdivision.

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. Vehicles

A. Parking of Recreational Vehicles and Other Non-Uniform Motorized or Non-Motorized Vehicles. No recreational vehicles, manufactured homes, mobile homes, motor homes, vehicles displaying advertising, commercial vehicles, trucks with more than four tires, trucks heavier than three-fourths (3/4ths) ton pickups, trailers or boats on trailers (as such terms may be defined in Federal or State laws or regulations), herein collectively "Recreational Vehicles" or, singly, "Recreational Vehicle", shall be parked on the drive areas of a residence lot between the

front setback line and the front property line of the street on which the residence fronts and no such Recreational Vehicle shall be parked on the street in front of or on the street on the side of such residence lot for more than an accumulative total of forty-eight (48) hours per calendar month. This clause shall not be construed to prevent overnight on-street parking for private passenger vehicles, other pickup trucks and mini-vans.

B. Other Vehicles. Private passenger vehicles, other pickup trucks and mini-vans, together with Recreational Vehicle or Recreational Vehicles, are sometimes hereinafter referred to collectively and generically as "Vehicle" or "Vehicles." No junked or non-operative Vehicle (or Vehicle from which tires, wheels and/or axles have been removed) which is stored or kept on any lot shall be visible from the street.

C. Parking of Vehicles, Generally. All Vehicles shall be parked on paved portions of a lot. No Vehicle shall be parked off of a paved portion of a lot, e.g., such as on grass or ground covering or in landscaped areas.

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 Board 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 Board may have the same removed and disposed of at the expense of the property owner.

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

7. Improvements. Each residence erected on any lot shall (a) cost not less than \$125,000.00 to erect or have an appraised market value upon completion of not less than \$125,000, not including the market value of the land, 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. If the appraised value method is used, the appraiser shall be approved by the Committee.

8. Set Back Lines. No Improvements shall be erected nearer than forty (40) feet from the street on which the lot fronts. No Improvements shall be erected nearer than twenty (20) feet to the side of the property line of any lot nor erected nearer than ten (10) feet to the rear property line; provided, however, subject to paragraph 9.B., below, temporary buildings or structures, such as a toolshed or small storage facility, which does not exceed seven feet (7') in height (including the peak of the roof of such structure), and which is not designed or used for human occupancy or the storage or parking of any motorized Vehicle with four or more wheels (whether or not in operable condition, which is licensed or to be licensed or would be required to be licensed for use on a public street), may be located within the rear property setback area or the side property setback area so long as any such structure within the side property setback area is not forward of the front setback line (i.e., between the front setback line for such lot and the property line of such lot along the street on which the residence fronts).

9. Certain Buildings; Signs.

A. Outbuildings: No Vehicle, 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; 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 a 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 or by an owner, 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 ½) square feet in area shall be displayed on any one lot, unless approved by the Association; and (3) not more than three signs, each not more than five (5) square feet in area, supporting or opposing a candidate for election or a supporting or opposing a ballot proposal, such signs to be maintained on a lot no more than six (6) months prior to the date of voting in such election and no more than two (2) weeks following such election.

10. Fences. Except as expressly provided below, 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 Committee. Once erected, all fences must be maintained in a good state of repair.

A. After the effective date of these Restrictions, new or replacement fences must be of solid wood, masonry or wrought iron construction, utilizing conventional fencing material. Except as expressly provided below, no fence will be permitted between the street and front building setback line and/or side building setback line (if residence is on a corner lot) unless approved by the 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 Committee. Approval of fences must be obtained in accordance with the procedure set forth in Section 2 of these Restrictions.

B. Notwithstanding the foregoing, solid fences not exceeding seven feet (7') in height may be constructed on the--

- (i) west side lot property line along Silber Road;
- (ii) side lot property lines along Buckingham Street; provided, however, along Buckingham Street no solid fence shall be constructed forward of the front setback line (i.e., between the front setback line for such lot and the property line of such lot along the street on which the residence fronts); and
- (iii) entire length of the property line on the west side only of lot 4.

C. Notwithstanding the foregoing, solid fences not exceeding twelve feet (12') in height may be constructed on the --

- (i) entire length of the property line on the east side only of lots 30 and 33;
- (ii) entire length of the property line on the east side only of those lots adjoining and to the east of lots 36, 39 and 42; and
- (iii) entire length of the property line on the north side only of lots 4, 5, 6, 7, 18, 19, 28, 29 and 30.

11. A. Prohibition of Offensive Activities; Requirement of 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 Board 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 Board.

If a property owner fails or refuses to properly maintain the property after thirty (30) days written notice, the Board 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 Board to contract for the maintenance and have a judgment for the cost of such maintenance, with interest thereof, plus reasonable attorneys' fee, and to enforce the lien against the property for such costs.

B. Garage and Yard Sales: With respect to any one lot, no person shall conduct within any one calendar year more than one garage sale, yard sale or any other form of sale, of articles from a residence or from any part of a lot or any improvement on a lot.

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.

12. Assessments.

A. Owners. "Owners," as used herein, shall include those who have legal title to the land in the Subdivision, except it shall not include a person whose only interest in a lot is as the owner or holder of a vendor's or other lien on such lot.

B. Annual Assessment: All lots in the Subdivision 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.

C. 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 (80%) 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 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.

D. Lien to Secure Assessment and Other Charges: To secure the payment of all Annual Assessments and other charges provided for herein and to be levied on individual residential Lots or Residences, a lien for the benefit of the Association is hereby reserved against each lot as if set forth in each Deed (whether specifically stated therein or not) by which a Grantor

shall convey any such Lot, said lien to be enforceable through appropriate proceedings at law and/or in equity by any property owner or the Association. Each owner, by acceptance of a deed to a lot in the Subdivision, grants to the Association, in accordance with the provisions hereof, a power of sale of such owner's lot to secure the obligation of such owner to pay all annual assessments and other charges validly assessed by the Association against such owner's lot. In addition to the lien established hereby and the power of sale created pursuant to these provisions, each owner shall be personally liable for all assessments against such owner's lot during the period of time within which such owner has legal or equitable title to such lot.

E. 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 Lot to secure the payment of monies advanced or to be advanced on account of any loan of a type described in Section 50, Article XVI of the Texas Constitution. Prior to any proceeding by the Association to enforce its lien upon any Lot upon which there is an outstanding valid lien of record at least 45 days prior to the Association's action, apparently for one of the types of loans described in Section 50, Article XVI of the Texas Constitution, 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, Return Receipt Requested, 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.

F. Transfer and Other Fees. Pursuant to Section 207.003(c) of the Texas Property Code, added by chapter 1198, Acts 1999, 76<sup>th</sup> Leg., the Association may charge a reasonable fee to assemble, copy, and deliver the information required by said Section 207.003 of such Code and may charge a reasonable fee to prepare and deliver an update of a resale certificate.

13. Enforcement. 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 the Association or any person or persons owning any real property situated in this Subdivision to prosecute any proceedings at law and/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.

14. 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.

15. Additions. Property Owners of the lots adjoining and to the east of lots 33, 36 and 42 of this Subdivision are, by virtue of recorded instruments in the chain of title of such respective lots, subject to these Restrictions and covenants. Each of the respective owners of such respective adjoining lots may become members of the Association by executing an affidavit stating such intention and filing said affidavit of record in the real property records of Harris County, Texas.

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, 2011, at which time said covenants shall be automatically extended for successive periods of ten (10) years each; provided, however, that the owners of title to a majority of the lots in the Subdivision may, by written agreement signed by them and recorded in the Official Public Records of Real Property of Harris County, Texas, at least one (1) year prior to the expiration of any ten (10) year period, change these Restrictions in whole or in part; and further provided that the Board shall furnish written notice of such agreement to all owners of record for each lot in the Subdivision, mailed to the address of the lot in the Subdivision, and to the name and address of the person in whose name such lot is listed on the records of the Harris County Appraisal District for the immediate preceding year, within thirty (30) days' after such agreement has been filed for record in the Office of the County Clerk of Harris County, Texas. If there is more than one

533-74-2534

owner of a lot and they are not in unanimous agreement to join in any such amendment, then such lot shall not be counted as agreeing to any such amendment.

EXECUTED by the aforementioned owners of real property in the Subdivision, as evidenced by the attached signature pages, on the respective dates indicated, to be effective when recorded in the Official Public Records of Real Property Records of Harris County, Texas (being the official successor to the Deed Records).

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

RETURN TO: Stephen C. Paine, P.C.  
109 North Post Oak Lane,  
Houston, Texas 77024

Suite 300

(713) 735-8525

533-74-2535

SIGNATURE PAGE FOR  
AMENDED AND RESTATED DEED RESTRICTIONS  
BAYOU WOODS, SECTION THREE (3)  
(Effective September 1, 2001)

(52)  
202

NAME OF OWNER(S)	PROPERTY
<u>DAVID LEE RONN</u> (Please print)	Address: <u>9245 WICKFORD</u> Houston, Tx 77024
<u>ANN BAKER RONN</u> (Please print)	Legal description: Lot <u>3</u> , Block _____, Bayou Woods, Section Three (3), according to the Map or Plat thereof recorded in Volume 22, Page 54, Map and Plat Records of Harris County, Texas

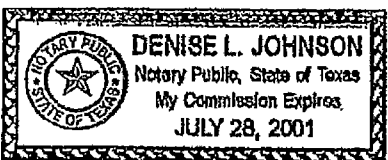
[Signature] Date: 5/15, 2000  
(Signature)

[Signature] Date: 5/15, 2000  
(Signature)

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15<sup>th</sup> day of May, 2000,  
by DAVID L. RONN

[SEAL]



Denise L. Johnson  
Notary Public in and for  
The State of Texas

DENISE L. JOHNSON  
Printed Name of Notary

My Commission Expires: 7/28/2001