

Amended Deed Restrictions

Section 5

10/18/82 00192214 H660601 \$61.25

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS)

The undersigned being a majority of the owners of that certain 51.571 acre tract out of the James D. Owen Survey, Harris County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as Meyerland, Section 5, according to the plat of said subdivision filed for record in the office of the County Clerk of Harris County, Texas, on the 4th day of March, 1957, under File No. 1723457, and desiring to create and carry out a uniform plan for the improvements, development and sale of all of the lots in said "Meyerland, Section 5, for the benefit of the present and future owners of said lots, does hereby modify and change those certain reservations, restrictions, covenants and easements applying to said tract and filed for record in the office of the County Clerk of Harris County, Texas, and does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in Meyerland Section 5, and each contract or deed which may be hereafter executed with regard to any of the lots in said Meyerland, Section 5, shall conclusively be held to have been executed, delivered and accepted on the following reservations, restrictions, covenants and easements, regardless of whether or not said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed:

RESTRICTIONS -

1. LAND USE AND BUILDING TYPE:

No lot shall be used for any purpose except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and bona fide servant's quarters.

2.1 ARCHITECTURAL CONTROL

No buildings or other improvements, including, but not limited to, driveways, sidewalks, gazebos, fences, or walks shall be commenced, constructed, erected, placed or maintained in the Subdivision, nor shall any exterior addition to or alteration thereto be made, unless and until the plans and specifications therefore, together with a site plan showing the location of all improvements (both existing improvements, if any, and the improvements covered by the plans and specifications) with reference to property lines, building lines and easements have been submitted

to the Architectural Control Committee is composed of three members whose names and addresses are William F. Phillips, 9410 Braesheather Court Houston Texas; H. M. Harris, 5144 Loch Lomond, Houston. Texas; and F. L. Carpenter, 8615 South Rice, Houston, Texas. A majority of the Committee may designate a representative to act for it. In event of death or resignation of any member of the Committee the remaining members shall have full authority to designate a Successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to restore to it any of its powers and duties. The plans and specifications shall specify in such form as the Architectural Control Committee may reasonably require, the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the plans and specifications within ninety (90) days after they have been submitted to it, approval thereof will not be required, and the provisions of this Section 2.1 will be deemed to have been fully complied with.

Without limitation of the powers herein granted the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials, colors and/or finishes that may be used in the construction, alteration, maintenance or repair of any improvement, including, but not limited to roofs walls or fences. Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum set-backs; driveway access to adjacent streets; the location, height and extent of fences, walls or other screening devices; and the orientation of structures with respect to streets, walks and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment with the overall character and aesthetics of the Subdivision.

2.2 ROOFS:

Any repair to or replacement of a roof shall be accomplished with the same type, quality and color of materials as were used for the roof before the repair or replacement. If the entire roof is replaced, a different type, color or quality of material may be used if prior approval of Architectural Control Committee is obtained or such material is specified by the Committee as acceptable.

2.3 ERRORS AND OMISSIONS:

Any errors or defects in or omissions from the plans and specifications or the site plan submitted to the Architectural Control Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Architectural Control Committee shall have no obligation to check for errors or defects in or omissions from any such plans and specifications or site plan. The Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder nor shall the approval or lack of disapproval the Architectural Control Committee be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

3. DWELLING QUALITY AND SIZE:

The ground floor area of the main residential structure, exclusive of one story open porches and garage, shall not be less than 2000 square feet for a one story dwelling nor less than 1500 square feet for a dwelling of more than one story in Blocks 5,6,34,35 and Lots 1 through 16, both inclusive, in Block 36, and not less than 2200 square feet for a one story dwelling nor less than 2000 square feet for a two story" dwelling on Lots 17 through 33, both inclusive, in Block 36. The exterior material of the main residential structure on all lots shall be not less than 75% masonry.

4. BUILDING LOCATION:

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that no side yard in excess of 3 feet shall be required for a garage or other permitted accessory building located 75 feet, or more, from the front property line. No garage located forward of the rear line of the main structure shall face and open at less than a 90 degree angle to the street line. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH:

No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9500 square feet.

6. EASEMENTS:

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat.

7. NUISANCES

No nuisance shall ever be erected, placed, or suffered to remain upon and property in the Subdivision, and no Owner of or resident on any property in the subdivision shall use, maintain or fail to maintain the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

8. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale.

10. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or, maintained for any commercial purposes.

12. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. LAND NEAR PARKS AND WATER COURSES:

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water source is not altered or blocked by such fill.

15. VEHICLES:

No vehicle which is inoperative, wrecked, dismantled, partially dismantled, discarded, or which does not have lawfully affixed thereto, both an unexpired license plate or plates and a valid motor vehicle safety inspection certificate, shall be permitted upon any lot visible from the street or adjoining lot.

16. BOATS, MOBILE HOMES, MOTOR HOME RECREATION VEHICLES, TRAILER, ETC.:

No boats, mobile homes, motor home recreation vehicles, trailers, or any other similar type vehicle shall be placed on any lot for any period of more than 48 hours in such a manner that it is visible from the street.

17. SIDEWALKS:

Concrete sidewalks four feet wide shall be constructed continuously along all front and side streets adjacent to all lots. The sidewalk shall be installed as a part of the improvements placed upon the lots, and shall be located between the lot lines and the curb lines. The exact locations, grades and specifications of the sidewalks shall be as required by the City of Houston.

18. FENCES AND WALLS:

Fences and walls located fifty feet or more from the front lot line may extend to the interior lot line. Walls located less than fifty feet from the front lot line and between the side building and the interior lot line shall be not more than six feet in height. Walls of not more than six feet in height may extend to the interior lot line, but shall not be forward of the front minimum building setback line. Walls and fences shall not be placed between the side street line and the minimum building setback line from the side street.

19. RADIO TOWERS:

Radio, towers shall not be more than fifty feet high at the highest point. Towers shall be located on the lot in such a position that in case of overturning or collapse it will not damage adjacent property or utility lines. No more than one tower per lot will be permitted.

20. STORAGE SHEDS:

Storage sheds will be permitted only on lots having opaque fences and no portion of the shed may be higher than the fence.

21. MAINTENANCE FUND:

Each lot covered by these restrictions is hereby subjected to an annual maintenance charge at a rate not to exceed 8 mills. per square foot of the area of the lot for the purpose of creating a fund to be known as "maintenance fund" to be paid by all owners and all subsequent owners of the lot, in conjunction with a like charge to be paid by the owners of other lots in said Meyerland, Section 5, and the other sections of Meyerland, which said charge shall be payable to the Meyerland Community Improvement Association on January 1st of each year, commencing January 1, 1980. To secure the payment of such maintenance charge, a lien is herein and hereby retained against the lot, premises and improvements in favor of the Meyerland Community Improvement Association, its successors and assigns, and it shall be the same as if a vendor's Lien was retained in favor of the grantor of said lot and assigned by proper assignment to the Meyerland Community Improvement Association, without recourse on grantor in any manner for the payment of said charge and indebtedness.

Such annual charge may be adjusted from year to year by the Meyerland Community Improvement Association as the needs of the property may, in its judgment, require, but in no event shall such charge be raised above 8 mills per square foot of area unless the cost of living as measured by the consumer price index as published by the United States Department of Labor, Bureau of Labor Statistics, or equivalent, hereinafter referred to as "Index" increases over the index value for the year, 1979, in which case, the annual charge may be increased at the same rate as the increase in said Index. The Meyerland Community Improvement Association shall apply the total fund arising from such annual charge, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes: doing anything necessary or desirable in the opinion of Meyerland Community Improvement Association, to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgment of the Meyerland Community Improvement Association in the expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith.

"Section 21.5

ASSESSMENT FOR SECURITY SERVICES

The Board of Directors of the Association may, by resolution adopted at any regular or special meeting, levy an Assessment for the sole purpose of defraying, in whole or in part, the cost of providing Security Services and related expenses. This Assessment for Security Services shall be fixed at a uniform rate for all Lots. The Meyerland Community Improvement Association shall apply the total fund arising from such Assessments, so far as the same may be sufficient, toward the payment of expenses incurred for Security Services. Assessments for Security Services shall be due on January 1 of the year for which the Assessment is to be applied. To secure payment of Assessments for Security Services a lien upon against each lot shall be imposed and retained in the same manner as described in Section 27 regarding creation of the Maintenance Fund."

(Added 12/04 Film # 598-33-1464 & File # Y134137)

22. AMENDMENTS AND CHANGES TO RESTRICTIONS AND COVENANTS:

These restrictions and covenants may be amended and changed at any time by the affirmative vote of the then owners of at least two-thirds of the lots shown by the recorded plat of Meyerland, Section 5, evidenced by a written agreement signed and acknowledged by the then owners of at least two-thirds of such lots; such amendment or change shall become effective upon such written agreement being filed for the record in the office of the County Clerk of Harris County, Texas, provided, however, that the person or persons requesting an amendment or change, or the Meyerland Community Improvement Association if it be the requestor, shall bear all expenses in connection therewith.

23. TERM:

These covenants are to run with the land and shall be, binding on all parties and all persons claiming under them until January 1, 2000, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

24. APPLICABILITY:

These restrictions shall supercede, replace and take precedent over those restrictions previously filed of record in Volume 54, page 55 of the Real Property Records of Harris County, Texas .

25. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

26. SEVERABILITY:

Invalidation of anyone of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 3rd day of March 1982.