

FOR INFORMATION ONLY
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L947740

Section 10

AMENDED DEED RESTRICTIONS

THE STATE OF TEXAS) 11/28/88 00307223 L947740 \$392.00
)
COUNTY OF HARRIS) KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being a majority of the owners of that certain 85.399 acre tract of land out of the E.T. & B.R.R. survey, Harris County, Texas, which has been heretofore platted and subdivided into lots, being that certain subdivision known as Section 10 of Meyerland, hereinafter referred to as the "Subdivision" 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 December 1962 under File No. B606772, (the Plat) desiring to create, continue, and carry out a uniform plan for the improvement, development, maintenance and sale of all of the lots in said Subdivision, for the benefit of the present and future owners of said lots, hereby modify and change those certain reservations, restrictions, covenants and easements applying to said tract and filed for record in Volume 5335, page 336 of the Deed Records 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 said Subdivision, on and after the effective date hereof, any contract or deed which may have been heretofore or may be hereafter executed with regard to any of the lots in said Subdivision shall conclusively be held to have been executed, delivered and accepted on the following reservations, restrictions, covenants and easements, whether or not said reservations, restrictions, covenants and easements are set out in or referred to in said contract or deed:

DEFINITIONS

The following words or phrases shall for purposes of these Amended Deed Restrictions have the meanings assigned to them as follows:

1. Structure: Anything which is built, erected, constructed, assembled or otherwise joined together by other than natural forces.
2. Single Family: Two or more persons related by blood, marriage, or adoption or a maximum of two persons unrelated by blood or marriage.
3. Interior Lot Line: Any boundary line of a lot (as shown on the Plat) other than those boundary lines adjacent to a street.

4. Front Lot Line: The boundary line of a lot (as shown on the Plat) which is adjacent to the street, on which the original residential Structure front is fronted.

5. Side Street Lot Line: Any boundary line of a lot, (as shown on the Plat) adjacent to a street, which is not a Front Lot Line.

6. Rear Lot Line: The boundary line of a lot (as shown on the Plat) located to the rear of the original residential Structure.

RESTRICTIONS

Section 1.

LAND, USE AND STRUCTURE TYPE:

No lot or structure shall be used for any purpose except as a residence or for residential purposes by a Single Family. No Structure shall be erected, located, placed or permitted to remain on any lot other than, one detached residence not to exceed two and one-half stories in height, a private garage for not more than three cars, bona fide servant's quarters, fences, sidewalks, pools and other structures as are determined by the Architectural Control Committee (hereinafter named) to be appropriate for residential purposes. Occupancy of a Structure by a person or persons providing services to members of a Single Family will not violate the provisions of this Section 1.

Section 2.1

ARCHITECTURAL CONTROL:

No Structure including, but not limited to, homes, garages, sheds, outbuildings driveways, sidewalks, landscaping, fences, walks, fountains, or statuary 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 therefor, together with a site plan showing the location of all Structures (both existing Structures if any, and the Structures covered by the plans and specifications) with reference to property lines, building lines and easements have been submitted to and approved in writing by the Architectural Control Committee which is presently composed of three members whose names and addresses are C. Creth Camp, 4971 Valkeith, Houston, Texas; Harry F. Flavin, 4950 Glenmeadow, Houston, Texas; and William F. Phillips, 9410 Braesheather Court, Houston, Texas and shall be referred to hereinafter as "the Committee". A majority of the Committee may designate a representative to act for it. In event of death, incapacity or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor(s). 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 at least two-thirds of the lots in the Subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it, any of its powers and duties.

The plans and specifications shall specify, in such form as the Committee may reasonably require, the nature, kind, shape, height, exterior color scheme, materials, and location of a proposed Structure or alterations to a Structure. In the event the Committee fails to approve or disapprove the plans and specifications within ninety (90) working days after having 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 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 Structure. Where not otherwise specified herein, the Committee also shall have the right to specify requirements for each lot, as follows: minimum set-backs; location of 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 Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or which do not 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. Completion of any Structure or an alteration of, or addition to, any Structure prior to Committee approval shall not constitute a defense to any suit for enforcement of the restrictions, covenants or conditions.

Section 2.2.

ROOFS

Any proposals for the repair to or replacement of a roof must be submitted to the Committee and approved in writing by the Committee prior to commencement of the repair or replacement. No repair or replacement shall be approved unless it complies with the then-existing standards established by the Committee.

Section 2.3.

ERRORS AND OMISSIONS

Any errors or defects in or omissions from the plans and specifications or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors or defects in or omissions from any such plans

and specifications or site plan, whether the same relate to lot lines, building lines, easements, usability, fitness for the purpose intended, or otherwise.

Section 3.1
DWELLING QUALITY AND SIZE

The floor area of the main residential Structure, exclusive of open porches and garage shall not be less than 2000 square feet. The ground floor area for a two story residence shall be not less than 1500 square feet. The exterior material of the main residence Structure on all lots shall not be less than 60% masonry and shall comply with the provisions of section 2.1.

Section 3.2
MAINTENANCE OF PROPERTY

All lots and Structures shall be maintained in conformance with the prevailing standards of the Subdivision. The Committee may establish standards for maintenance and appearance of lawns, grounds, and exteriors of all Structures and other improvements. The Meyerland Community Improvement Association shall have the right, but not the obligation, to maintain unoccupied or abandoned lots or Structures at the expense of the lot owner.

Section 4.
STRUCTURE LOCATION

No Structure shall be located on any lot nearer to the Front Lot Line or nearer to the Side Street Lot Line than the building line shown as BL on the Plat. In any event, no Structure shall be located on any lot nearer than 25 feet to the Front Lot Line, or nearer than 15 feet to any Side Street Lot Line. No Structure shall be located nearer than 7 feet to any Interior Lot Line, except that a garage or other permitted Structure which is located 75 feet or more from the Front Lot Line may be a minimum distance of 3 feet from an Interior Lot Line as shown on the Plat. Garages on the following lots shall not open at an angle of less than 90 degrees to the Side Street Lot Line, unless the garages are at least the following distances from the Side Street Lot Lines:

- Lot 12, Block 12 -----60' from Birdwood Rd.
- Lot 16, Block 12 -----50' from Birdwood Rd.
- Lot 17, Block 12 -----50' from Birdwood Rd.

Lots siding on Hillcroft shall not have direct driveway access to said road. No Structure other than garages may be closer than 5 feet to the Rear Lot Line and no Structure, even of a temporary nature, may be placed in utility easements. For the purpose of this covenant, eaves extending no more than three feet from the primary residential structure or one foot from any other

Structure, steps and unroofed terraces shall not be considered as part of a Structure, for purposes of this section 4, providing however that this shall not be constructed to permit any portion of a Structure on a lot to encroach upon another lot.

Conversion of, or change in, use of a garage or other permitted Structure is prohibited if the resulting Structure or use is in violation of the Structure location requirements of this Section 4. All such conversions or changes in use must be approved by the Committee.

Section 5.
LOT AREA AND WIDTH

No Structure shall be erected or placed on any lot having a width of less than 72 feet at the building line shown as BL on the plat, nor shall any Structure be erected or placed on any lot having an area of less than 8600 square feet.

Section 6.
EASEMENTS

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

Section 7.
NUISANCES

No noxious or offensive activity shall be permitted to occur on any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the residents of nearby lots. No owner of any lot shall permit or continue to permit the erection, placement or existence upon that lot of any condition which endangers the health of any neighboring owner or resident, nor which disturbs the reasonable enjoyment of any neighboring property by the owner or resident.

Section 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.

Section 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 either advertising the property for sale or while construction is in progress on any lot naming the contractor.

Section 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 exploring for or the production of oil, natural gas, or other minerals shall be erected, maintained or permitted upon any lot.

Section 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.

Section 12.

OBSTRUCTION OF PUBLIC THOROUGHFARES

No fence, wall, hedge or shrub planting or anything 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, hedge or shrub 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.

Trees and shrubs shall be trimmed so as not to obstruct clearance of streets and sidewalks below a height of 6-1/2 feet.

Section 13.

GARBAGE AND REFUSE STORAGE OR 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. Trash, garbage, other waste or containers therefor shall not be placed or stored in a location visible from the street prior to 6:00 p.m. on the date prior to a trash/garbage pickup day. All trash containers must be removed from sight as soon as possible, but not later than 10:00 p.m. on the trash pickup day.

Section 14.
LAND NEAR PARKS AND WATER COURSES

No building shall be placed on 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.

Section 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 if visible from the street or adjoining lot.

Section 16.
BOATS, MOBILE HOMES, MOTOR HOME RECREATION VEHICLES, TRAILERS, ETC.

No boat(s), mobile home(s), motor home(s), recreation vehicle(s), trailer(s), or any other similar vehicle or device shall be placed on any lot for any period for more than a total of 48 hours during a calendar month in such a manner that it is visible from the street.

Section 17.
SIDEWALKS

Concrete sidewalks four feet (4ft) 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.

Section 18.
FENCES AND WALLS

Fences and walls shall not be more than eight feet (8') in height. Fences and walls 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 Lot Line and the minimum building setback line from the side street.

Section 19.1
MISCELLANEOUS STRUCTURES, DEVICES AND APPARATUS

No antenna towers, dish-type antennas or similar devices shall be installed, placed, erected or located in the Subdivision that will be visible from a street, nor shall any such Structure, device or apparatus be erected or installed without the prior approval of the Committee.

Section 19.2
EXTERIOR LIGHTS

Exterior lighting shall be shielded so as not to be offensive to neighboring property owners.

Section 20.1
STORAGE AND STORAGE SHEDS

Storage sheds will be permitted, within fenced areas, only on lots having opaque fences; and no portion of the shed may be higher than the fence. Nothing shall be stored upon a lot in violation of either state law or City of Houston ordinances nor where it is visible from a street.

Section 20.2
CITY ORDINANCES

No owner of or person residing on a lot in the Subdivision shall commit, continue or permit any violation of any animal control, health, safety and/or welfare ordinance of the City of Houston.

Section 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 the "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 subdivision and other sections of Meyerland, which said charge shall be payable to the Meyerland Community Improvement Association on January 1st of each year, commencing with January 1 of the year following the effective date of these Amended Deed Restrictions. To secure the payment of such maintenance charge, a lien is herein and hereby granted and 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, Houston Metropolitan Statistical area, all items and major group figures for urban wage earners and clerical workers (1967=100), 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: enforcing these Amended Deed Restrictions or doing "anything necessary or desirable in the opinion of Meyerland Community Improvement Association, to safeguard property or residents or to keep property in the subdivision and other sections of Meyerland, neat and in good order, or which it considers of general benefit to the owners or residents of the Subdivision and other sections of Meyerland, 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 1/05 Film # 133-79-0853 & File # L947740).

Section 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 the Subdivision, 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 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. Notwithstanding anything herein to the contrary, any amendment or change to these restrictions and covenants made pursuant to this Section shall not affect or abrogate the purposes of these restrictions as set out in Section 1 of this instrument.

Section 23.

TERM

These restrictions, covenants and conditions 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 they shall be automatically extended for successive periods of ten years unless an instrument signed by at least two-thirds of the then owners of the lots has been recorded, agreeing to change them in whole or in part.

Section 24.
APPLICABILITY

These restrictions shall modify, change and take precedence over those restrictions previously filed of record in the office of the County Clerk for this Subdivision in the Deed Records of Harris County, Texas, as indicated in the first paragraph of these Amended Deed Restrictions and shall extend, continue, and preserve any lien previously created or existing which secured or secures maintenance charges assessed or to be assessed under this the subject Amended Deed Restrictions or the earlier Deed Restrictions referred to hereinabove.

Section 25.
ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction contained in this document, by a legal proceeding or proceedings to restrain violation thereof and/or to recover damages. Meyerland Community Improvement Association or any owner of a lot in this Subdivision, or both, is authorized to enforce these conditions, restrictions and covenants in any manner provided by law.

Section 26.
SEVERABILITY

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

Section 27.
LIBERAL CONSTRUCTION

These restrictions shall be liberally construed so as to give the broadest interpretation thereof and to facilitate their enforcement. In no event will a rule of strict construction be applied where construction, applicability or enforcement of these restrictions is at issue.

This instrument has been prepared and may be signed in multiple counterparts. The signatures appearing on any counterpart shall be treated as also having been made on all counterparts. All signed counterparts shall be collectively read and treated as a singular original instrument.

The recording of the signed multiple counterparts of this instrument shall be treated as the recording of a singular original instrument as of the date and time that the first multiple counterpart is recorded.

Dated at Houston, Texas this 1st day of August 1988, and in witness of which we have signed our name on the attached pages evidencing our adoption of same.