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Section 2 03/05/98 300172134 S894123 $372.75

AMENDED DEED RESTRICTIONS

THE STATE OF TEXAS )
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS )

The undersigned, being a majority of the owners of the "Subdivision" (as defined in this document), desiring to create, continue and carry out a uniform plan for the improvement, development, and maintenance of all of the lots in said Subdivision, for the benefit of the present and future owners of said lots, do hereby modify and change those certain reservations, restrictions, covenants and easements applying to said Subdivision and previously filed for record on the second day of May, 1980, under clerk's file number G521380 and film code number 156951921 of the deed records in the office of the County Clerk of Harris County, Texas, and do 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 with the following reservations, restrictions, covenants and easements, whether or not said reservations, restrictions, covenants and easements are set out in full or by reference 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 follow:

1. Subdivision: That 84.7108 acre tract of land 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 save and except those two certain tracts designated on said plat as Reserve "A" containing 6.27 acres, and Reserve "B", containing 7.62 acres, of Meyerland, Section 2, according to the Plat (as defined in this document.)

2. Plat: the plat of the Subdivision filed for record in the office of the County Clerk of Harris County, Texas, on the 9th cay of March, 1955, under File No.1392884.

3. Structure: Anything which is built, erected, constructed, assembled or otherwise joined together by other than natural forces. When appropriate, the use herein of "Structure" includes, but is in no event limited to Buildings, Dwellings Carports, Porte Cocheres, Pools, and Accessory Buildings defined below.

4. Building: Any Structure which is enclosed by two or more walls, and affixed to or resting upon the ground. "Building", as used herein, specifically includes, but is not limited to a garage, whether it is attached to or detached from the Dwelling.

5. Dwelling: Any Building used or which can be used as a residence by one or more persons.

6. Carport: Any Structure used or which can be used as a shelter for a motor vehicle.

7. Porte Cochere: Any Structure used or which can be used as a shelter for persons getting into or out of a motor vehicle.

8. Accessory Building: Any Building which is not used as a residence and used principally for storage of personal non-commercial property.

9. Single Family: One person; or two or more persons related by blood, marriage, or adoption; or a maximum of two persons unrelated by blood or marriage.

10. Single Family Dwelling: A Dwelling, as defined above, for a Single Family, as defined above.

11. Interior Lot Line: Any boundary line of a lot (as shown on the Plat) other than those boundary lines adjacent to a street.

12. Front Lot Line: The boundary line of a lot (as shown on the plat), which is adjacent to the street on which the original dwelling is fronted.

13. 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.

RESTRICTIONS

Section 1.

LAND USE AND STRUCTURE TYPE:

No lot within the Subdivision shall be used for any purpose except for Single Family residential purposes. Notwithstanding the foregoing it is not the intention of the Association to limit the number of individuals who have not attained the age of 18 years of age who are brothers and/or sisters who may be domiciled with their parent, parents or other legal guardian or the designee of such parent, parents or legal guardian with the prior written consent of said parent, parents or legal guardian. It is not the intention of the Association to violate any local, state, or Federal Laws or Regulations and if this section is construed by any court of competent jurisdiction and found to be invalid, illegal or unenforceable then this section shall be construed to be amended to limit the restriction to the maximum limitations allowed by law.

No Structure shall be erected, located, placed or permitted to remain on any lot other than the following:

-one (only) detached Single Family Dwelling not to exceed two and one-half stories in height,

-one (only) private garage for not more than three cars
-one(only) Carport,
-one (only) Porte Cochere,

-one (only) bona fide servant's quarters, attached to either the single family dwelling or garage,

-one (only) Accessory Building,

-fences, sidewalks, pools and other structures which are not Buildings, and which are appropriate for residential purposes and which are not otherwise in violation of other sections of these restrictions.

In no event is this provision to be interpreted to mean that any Buildings in addition to those listed herein in Section 1 will be allowed to be erected, located, or placed on any lot within the Subdivision.

Section 2.

ARCHITECTUAL CONTROL COMMITTEE:

The Architectural Control Committee, hereinafter referred to as the "Committee", shall have the exclusive authority and responsibility to interpret and to approve or disapprove the plans and/or specifications for creation, erection, installation, modification, alteration and/or relocation, of any and all Structures on all lots in the Subdivision.

The Architectural Control Committee is presently composed of three members whose names and addresses are as follow:

-Richard Jucker, 4818 Imogene, Houston, Texas;
-Gerald Shannon, 4919 Braes Valley, Houston, Texas; and
-J. Pat Tardo, 5306 Valkeith, Houston Texas

In the 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). A majority of the committee may designate a representative to act for it. Neither the members of the Committee, nor any 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.

Section 3.

ARCHITECTURAL CHANGE CONTROL:

No Structure including, but not limited to, any Building, Dwelling, garage, Carport, Porte Cochere, servant's quarters, Accessory Building, driveway, sidewalk, landscaping, fence, walk, pool, fountain, 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 construction plans and specifications therefore, 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 Committee.

The construction plans and specifications shall specify, in such form as the Committee may require, the nature, kind, shape, height, exterior color scheme, materials, and location of any proposed Structure and/or the alterations to a Structure. In the event the Committee fails to approve or disapprove the plans and specifications within ninety (90) days of the submission thereof, the Committee's approval of the plans and specifications will not be required, and compliance with Section 3 will be deemed.

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; driveway access to adjacent streets; the location, height and extent of fences, walls and other screening devices and orientation of Structures with respect to streets, walks and Structures on adjacent property.

The Committee shall have full power and authority to reject any construction plans and specifications which do not comply with the restrictions herein imposed; fail to meet the Committee's minimum construction or architectural design requirements and/or that are not compatible 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 these restrictions.

Section 4.

ROOFS

Any proposals for the repair 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 Architectural Control Committee. Completion of repair or replacement of any roof prior to Committee approval shall not constitute a defense to any suit for enforcement of these restrictions.

Section 5

ERRORS AND OMISSIONS:

Any errors, or defects in, or omissions from the construction 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 6.

DWELLING QUALITY AND SIZE:

The ground floor area of the Dwelling, exclusive of any one story open porches and garage, shall not be less than 1300 square feet for a one-story Dwelling, nor less than 900 square feet for a dwelling of more than one story, except as to Lots l5 to 28, both inclusive, Block 18, Lots 1 to 10, both inclusive, Block 19, and Lots 9 to 16, both inclusive, Block 20, all in said Meyerland, section 2, on which said lots the ground floor area of the Dwelling, exclusive of anyone story open porches and garage, shall not be less than 1400 square feet for a one story dwelling.

Section 7.

STRUCTURE LOCATION:

No Building, Carport or Porte Cochere shall be located on any lot nearer to the Front Lot Line or nearer to the Side Street Lot Line than the minimum building setback line shown on the Plat. In any event, no Building, Carport or Porte Cochere shall be located on any lot nearer than 25 feet to the Front Lot Line, or nearer than l0 feet to any Side Street Lot Line. No Building, Carport or Porte Cochere shall be located nearer than 7 feet to any Interior Lot Line, except that a garage or Accessory Building which is permitted under section 1 of these restrictions and 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.

For the purpose of this covenant, eaves extending no more than three feet from any Building, Carport or Porte Cochere or one foot from any other Structure; steps; and unroofed terraces shall not be considered as part of the Building, Carport or Porte Cochere, providing however that this shall not be construed to permit any portion of a Structure on a lot to encroach upon another lot.

Conversion of, alteration of, or change in use of a garage or any other Structure as permitted under section 1 of these restrictions is prohibited if the resulting Structure or its use is in violation of the Structure location requirements of this section 7. All such conversions or alterations must be approved by the Architectural Control Committee.

Section 8.

LOT AREA AND WIDTH:

No Structure shall be erected or placed on any lot having a width of less than 65 feet at the building line shown on the plat, nor shall any Structure be erected or placed on any lot having an area of less than 8000 square feet.

Section 9.

EASEMENT:

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

Section 10.

MAINTENANCE OF PROPERTY:

All residences and other buildings located within the subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery or dead trees shall be cut and removed from any Lot at the expense of the Owner. Grass growing over sidewalks, driveways, and curbs shall be presumed to be unattractive.

In the event any Owner of any Lot in the subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days' notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements located thereon. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the lien herein retained. Alternatively, the Association or any Owner of a Lot may bring an action at law or in equity to cause the Owner to bring said property into compliance with these restrictions.

Section 11.

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 12.

TEMPORARY STRUCTURES:

No Structure of a temporary character, trailer, basement, tent, shack, garage, barn, or Accessory Building shall be used on any lot at any time as a Dwelling either temporarily or permanently.

Section 13.

SIGNS:

No signs of any kind shall be displayed to the public view on any lot except one unlighted sign of not more than 5 square feet advertising the property for sale, rent or lease or a sign of authorized construction while construction is in progress.

Section 14.

OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kinds shall be permitted upon or within 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 15.

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 purpose.

Section 16.

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 limitation 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 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 17.

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 or the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash, garbage, other waste or containers therefore shall not be placed or stored in a location visible from the street prior to 6:00 p.m. on the date prior to 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 18.

LAND NEAR PARKS AND WATER COURSES:

No Building shall be placed on nor 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 19.

VEHICLES:

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

Section 20.

BOATS, MOBILE HOMES, MOTOR HOME RECREATIONAL VEHICLES, TRAILERS, ETC.:

No boats, mobile homes, motor home, recreation vehicles, trailers, 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 21.

SIDEWALKS:

Concrete sidewalks four feet (4') 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 22.

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, nor extend forward of the foremost portion of the Building. Walls are to be constructed of masonry material and fences are to be constructed of an approved wood material or decorative metal. Chain link fences are not permitted.

Section 23.

MISCELLANEOUS STRUCTURES DEVICES AND APPARATUS:

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

Section 24.

EXTERIOR LIGHTS:

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

Section 25.

STORAGE AND STORAGE SHEDS:

Accessory Buildings used as storage sheds will be permitted only on lots having opaque fences and no portion of such Structure may be higher than the fence, unless the view of such Structure is screened from the street and adjacent lots. 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 26.

CITY ORDINANCES:

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

Section 27.

MAINTENANCE FUND:

Each lot covered by these restrictions is subject to an annual maintenance fee provided for by a covenant contained within the Deed from Meyerland Development Corporation to the first purchaser of such lot. A lien to secure payment of the maintenance fee is established in this Deed. The obligation to pay the annual maintenance fee rests, and "will continue to rest, on each person who owns a lot in the Subdivision and other sections of Meyerland. The annual maintenance fee is due and payable to the Meyerland Community Improvement Association on January 1st of each year. Each owner, by acceptance of a deed, is deemed to covenant and agree to pay these fees.

The amount of the annual maintenance charge may be adjusted from year to year by the Meyerland Community Improvement Association as the need may, in the Association's judgment, require, but in no event shall such maintenance fund charges be raised above 8 mils per square foot of lot area unless the cost of living as measured by the United States Department of Labor, Bureau of Labor and 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. Reasonable attorneys' fees incurred by the Meyerland community Improvement Association for the collection of delinquent annual maintenance charges, together with interest at the rate of ten percent (10%) per annum on such charge shall be responsibility of the respective lot owner and shall be a charge on the land and a continuing lien upon the lot.

“Section 27.5

ASSESSMENT FOR SECURITY SERVICES

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, 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.
(Added 12/04 Film # 598-37-0656 & File # Y176459)

Section 28.

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 a majority of the lots shown by the recorded plat of the Subdivision, evidenced by a written agreement signed and acknowledged by the then owners of a majority of such lots. For the purpose of this section 28, it shall be presumed that the owners of the property as reflected by the deed records of Harris County, Texas, have full ownership of the lots. For the purposes of determining a majority vote of the lots, each lot will be entitled to one vote. When more than one person or entity holds an ownership interest in any lot, the vote for such lot shall be exercised as the owners thereof determine. Any lot owner’s acknowledged signature of a written agreement amending and changing these restrictions and covenants shall be made with the knowledge, consent, and authority of at least a majority of the co-owners, if any, of such lot. In the event at least one but less than all owners of a lot sign a written agreement amending and changing these restrictions and covenants, the knowledge, consent, and authority of a majority of the co-owners of a lot will be presumed.

An amendment or change to these restrictions and covenants 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 persons 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.

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Section 29.

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 providing changes to said covenants has been signed by the then owners of a majority of the lots and recorded.

Section 30.

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 subject Amended Deed Restrictions or the earlier Deed Restrictions referred to hereinabove.

Section 31.

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. Meyerland Community Improvement Association in this Subdivision, or both, as authorized to enforce these restrictions and covenants in any manner provided by law.

Section 32.

SEVERABILITY:

Invalidation of any one of these covenants, restrictions or provisions or any part thereof by judgment or Court Order shall in way affect any of the other restrictions, provisions and covenants which shall remain in full force and effect.

Section 33.

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 each counterpart. All signed counterparts shall be collectively read and treated as a singular original instrument.

The recording of the signed multiple counterparts of this instrument sha11 be treated as the recording of a singular original instrument of the date and time that the first multiple counterpart is recorded.