

**AMENDED AND RESTATED DEED RESTRICTIONS  
FOR  
MEYERLAND, SECTION 2**

Section 2

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File No. \_\_\_\_\_

**AMENDED AND RESTATED DEED RESTRICTIONS FOR  
MEYERLAND, SECTION 2**

**Table of Contents**

**RECITALS**

**ARTICLE 1 – DEFINITIONS**

**ARTICLE 2 – USE RESTRICTIONS**

Section 2.1 Land Use, Single Family Residential

Section 2.2 Structure

**ARTICLE 3 – REVIEW AND CONTROL AUTHORITY**

Section 3.1 Review and Control Committee (RCC) Membership

Section 3.2 Compensation

Section 3.3 Powers of the RCC, Board, and/or Designee(s)

Section 3.4 Change and Control

Section 3.5 Approval/Denial

Section 3.6 Disclaimer

Section 3.7 Errors and Omissions

Section 3.8 Appeals

**ARTICLE 4 – ARCHITECTURAL RESTRICTIONS**

Section 4.1 Maintenance of Property

Section 4.2 Exterior Color of Structures

Section 4.3 Construction Site Requirements & Removal of Structures

Section 4.4 Masonry Requirements

Section 4.5 Non-Permeable Coverage and Drainage Requirements

Section 4.6 Lot Area and Width

Section 4.7 Single Family Dwelling Size

Section 4.8 Structure Location & Height

Section 4.9 Garages/Carports

Section 4.10 Circular Driveways and Parking Pads

Section 4.11 Roofs

Section 4.12 Skirting

Section 4.13 Fences and Walls

Section 4.14 Accessory/Storage Buildings

Section 4.15 Miscellaneous Structures, Devices and Apparatus

Section 4.16 Erosion Control Devices

Section 4.17 Exterior Lights

Section 4.18 Hedges & Trees

Section 4.19 Sidewalks

Section 4.20 Easements

Section 4.21 Joining and Subdividing Lots

Section 4.22 Temporary Structures as Dwellings

Section 4.23 Signs

Section 4.24 Garbage, Refuse and Recycling Storage or Disposal

Section 4.25 Automobiles, Vehicles, Boats, etc.  
Section 4.26 Obstruction of Public Thoroughfares  
Section 4.27 Land Near Parks and Watercourses  
Section 4.28 Oil and Mining  
Section 4.29 Animals, Livestock and Poultry  
Section 4.30 Nuisances  
Section 4.31 City Ordinances

**ARTICLE 5 – MANAGEMENT AND OPERATION OF SUBDIVISION**

Section 5.1 Management by MCIA  
Section 5.2 Membership in the MCIA  
Section 5.3 Voting of Members  
Section 5.4 Board Actions in Good Faith  
Section 5.5 Indemnification of Officers, Directors and Their Agents

**ARTICLE 6 – MCIA ASSESSMENTS, FEES, AND CHARGES**

Section 6.1 Obligation for Assessments, Fees and Charges  
Section 6.2 Maintenance Fund  
Section 6.3 Assessments for Contract Patrol Services  
Section 6.4 Application Fees for Lot/Structure Modification  
Section 6.5 Special Assessments

**ARTICLE 7 – AMENDMENTS TO RESTRICTIONS/COVENANTS AND TERMS**

Section 7.1 Amendment Process  
Section 7.2 Term

**ARTICLE 8 – OTHER PROVISIONS**

Section 8.1 Applicability  
Section 8.2 Enforcement  
Section 8.3 Delay in Enforcement  
Section 8.4 Remedies  
Section 8.5 Number and Gender  
Section 8.6 Articles and Sections  
Section 8.7 Existing Conditions and Improvements  
Section 8.8 Severability/Invalidity  
Section 8.9 Other Laws  
Section 8.10 Compliance with the Law  
Section 8.11 Counterparts

**EXECUTION AND NOTARIZATION**

**EXHIBIT "A"**

**SECTION 2 LOT OWNERS SIGNATURES**

**AMENDED AND RESTATED DEED RESTRICTIONS FOR  
MEYERLAND, SECTION 2**

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

**RECITALS**

WHEREAS, a certain 84.7108 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 2, 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, according to the plat of said subdivision filed for record in the office of the County Clerk of Harris County, Texas, on the 9th day of March, 1955, under File No. 1392884 (the "Subdivision"); and

WHEREAS, on the second day of May, 1980, certain reservations, restrictions, covenants and easements applying to the Subdivision were filed for record 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 (as supplemented, amended and restated prior to the date of this instrument from time to time, the "Original Deed Restrictions"); and

WHEREAS, the Original Deed Restrictions were amended and restated pursuant to document entitled "Amended Deed Restrictions" filed for record on the 5th day of March, 1998, under Harris County Clerk's File Number 300172134, at Film Code Number S894123 of the Deed Records of said County; and

WHEREAS, Section 28 of the Original Deed Restrictions provides that the Original Deed Restrictions 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; and

WHEREAS, Section 28 of the Original Deed Restrictions further provides that an amendment or change to the Original Deed Restrictions shall become effective upon such written agreement being filed for record in the office of the County Clerk of Harris County, Texas; and

WHEREAS, it is the desire of the owners of a majority of the lots shown on the recorded plat of the Subdivision to amend and restate the Original Deed Restrictions as set forth below;

NOW THEREFORE, the undersigned, being the President of the Meyerland Community Improvement Association, a Texas non-profit corporation, does hereby certify that the owners of a majority of the lots shown on the recorded plat of the Subdivision adopted, established and imposed, and the owners of the lots in the Subdivision whose signatures appear on Exhibit "A" hereto do hereby adopt, establish and impose, upon the lots in the Subdivision, the following easements, reservations, restrictions, covenants and conditions (these "Deed Restrictions"), which amend and restate the Original Deed Restrictions, and each amendment thereof, all of

which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which easements, covenants, restrictions and conditions shall run with the land and shall be applied uniformly to the use, occupancy and conveyance of all lots in the Subdivision, and shall be binding upon all parties having or acquiring any right, title or interest in such land, or any part thereof, and shall inure to the benefit of each of the owners of the lots in the Subdivision.

## ARTICLE 1

### DEFINITIONS

The following words or phrases shall for purposes of these Deed Restrictions have the meanings assigned to them as follows and as further defined in this document:

- 1. Accessory Building:** Any detached Building which is not used as a residence, Garage, or Carport.
- 2. Assessment(s):** The assessments set forth in Article 6 hereof.
- 3. Board:** Shall mean and refer to the duly elected Board of Directors of the MCIA.
- 4. Building:** Any roofed Structure which is enclosed by two (2) 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 Single Family Dwelling.
- 5. Building Line:** Boundary upon which a Building and certain Structures may not encroach, pursuant to City of Houston Code of Ordinances, the Plat and these Deed Restrictions.
- 6. Carport:** Any Structure (whether attached to a Dwelling, Garage or free standing) that is neither a Garage nor Porte Cochere and can be used as a shelter for a Vehicle.
- 7. Driveways:** Surface used by vehicles to access a Garage and/or a Lot.
- 8. Dwelling:** Any Building used or which can be used as a residence by one or more persons or which can be used for sleeping and lodging.
- 9. Erosion Control Devices:** Devices used to contain soil.
- 10. Front Building Setback Line:** The line along the front of a Lot beyond which no Structures, or any part thereof may be placed, other than those allowed by the Plat, the City of Houston, or these Deed Restrictions.
- 11. Front Lot Line:** The boundary line of a Lot (as shown on the Plat), which is adjacent to the street on which the original Single Family Dwelling is fronted.
- 12. Garages:** Any enclosable Structure with three (3) full walls (with or without doors and/or windows) and a closable garage door on the 4th wall, which can be used as a shelter for a Vehicle.
- 13. Interior Lot Line:** Any boundary line of a Lot, other than those boundary lines adjacent to a street.
- 14. Landscaped Area:** Shall refer to the portion of any Lot that is not covered with a Structure.
- 15. Lot:** Shall mean and refer to any numbered lot or plat of land as shown on the Plat which is or may be used as a building site for the construction of a Dwelling and the other Structures permitted by these Deed Restrictions. Notwithstanding the foregoing, a numbered lot as shown on the Plat which has been combined with an adjacent numbered lot or a portion of an adjacent numbered lot (with fee simple title to such adjacent parcels being held by the same owner and whether or not such parcel has been re-platted) prior to the date that these Deed Restrictions are recorded in the Official Public Records of Real Property of Harris County, Texas, shall also

be defined as a "Lot" hereunder regardless as to how such parcels are shown on the Plat; such combined parcels being one (1) Lot.

**16. Lot Owner:** Any person or persons, trust, estate, partnership, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

**17. Lot Line:** Any boundary line of a Lot.

**18. Maintenance Fee(s):** The annual maintenance fee set forth in Article 6, Section 6.2 hereof.

**19. Maintenance Fund:** Any accumulation of the Assessments collected by the MCIA in accordance with the provisions of these Deed Restrictions, interest, penalties and other sums and revenues collected by the MCIA pursuant to the provisions of these Deed Restrictions or by law.

**20. Masonry:** The specific construction materials of brick, natural or man-made stone, and plaster portland cement finishes (also known as stucco) and the mortar used to join them together.

**21. MCIA:** Meyerland Community Improvement Association, a Texas non-profit corporation.

**22. Meyerland:** Includes Meyerland, Sections 1 through 10.

**23. Original Deed Restrictions:** As used herein shall have the meaning as defined in the "Recitals" portion of these Deed Restrictions.

**24. Permeable, Non-Permeable, Impervious:** Defined per the City of Houston Code of Ordinances or appropriate governmental agency, and if not so defined, may be defined by the RCC or Board.

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

**26. Policy or Policies:** Policies are set/created by a majority of the Board and may be amended/terminated from time to time by a majority of the Board. Policies can be more restrictive than these Deed Restrictions but cannot contradict these Deed Restrictions.

**27. Porte Cochere:** Any Structure, attached to the Dwelling, used or which can be used as a shelter for persons getting into or out of a Vehicle, with walls on no more than 2 sides, which must be opposite each other so that a car can pass through. For purposes of this definition, an enclosure on the back side of the Porte Cochere, with more than half of the length comprised of a Garage door shall not count as a wall.

**28. Public View:** The words Public View includes the view from the public streets and any Lot, including the backyard of a Lot.

**29. Resident:** Any person, other than the Lot Owner, who has a right to reside at any Lot in the Subdivision.

**30. Review and Control Committee (or "RCC"):** The Review and Control Committee set forth in Article 3 hereof, is a Committee of the Board.

**31. Secondary Quarters:** Any Building or part of a Building, other than the Single Family Dwelling, used or which can be used as a residence and/or sleeping area by one or more persons and that is attached to the Single Family Dwelling, Carport, Porte Cochere, and/or Garage, including but not limited to accessory living quarters, guest quarters, in-law quarters, private sleeping quarters, with or without a private entrance.

**32. Side Street Lot Line:** Any boundary line of a Lot adjacent to a street and which is not a Front Lot Line.

**33. Single Family:** One person; or two (2) or more persons related by blood, marriage, or adoption; or a maximum of two (2) persons unrelated by blood or marriage.

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

**35. Structure:** Anything which is built, erected, constructed, assembled or otherwise joined together by other than natural force. When appropriate, the use herein of "Structure" includes, but is not limited to Buildings, Dwellings, Garages, Carports, Secondary Quarters, Porte Cocheres, pools, Accessory Buildings, patio coverings, Masonry walls, fences, fountains, statuary, breezeways, decks, patios, Driveways, sidewalks, walkways and Erosion Control Devices.

**36. 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 2, 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.

**37. Vehicle:** Vehicles include but are not limited to, automobiles, motorcycles, mopeds, scooters, recreational vehicles, motor homes, boats, storage/moving containers, trucks, commercial vehicles, all trailers and any other motor powered machine used for transportation of one (1) or more persons and/or material.

## **ARTICLE 2**

### **USE RESTRICTIONS**

#### **Section 2.1 Land Use, Single Family Residential:**

No Lot shall be used for any purpose except for Single Family residential purposes. No Lot Owner, or Resident may rent, lease, or sublease a portion of the Structures, Dwelling, Garage, Accessory Buildings, or Secondary Quarters on the Lot, or they shall be in violation of the Single Family residential restriction stated herein. Notwithstanding the foregoing, it is not the intention of these Deed Restrictions, nor the MCIA 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 these Deed Restrictions, nor the MCIA 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 limitation allowed by law.

Lots may only be leased for Single Family residential purposes. No Lot Owner shall be permitted to lease their Lot for hotel or transient purposes, which for purposes of this Section is defined as a period of less than ninety (90) days. No Lot Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. The Lot Owner making such lease shall not be relieved from any obligations under these Deed Restrictions. Notwithstanding anything contained in these Deed Restrictions to the contrary, as long as the Lot Owner or Resident, reside upon the Lot, Lot Owners and Residents, are not prohibited from leasing or subleasing, for Single Family residential purposes, a room or portion of the Dwelling or Secondary Quarters on such Lot to a person related to the Lot Owner or Resident by blood, marriage, or adoption.

#### **Section 2.2 Structure:**

No Structure shall be erected, located, permitted, or placed on any Lot other than the following Structures:

- one (only) detached Single Family Dwelling not to exceed height restrictions as set forth in these Deed Restrictions,
- two (only) Garages, in any combination of attached and/or detached,
- one (only) Carport,
- one (only) Porte Cochere,
- one (only) bona fide Secondary Quarters, attached to either the Single Family Dwelling, Carport, Porte Cochere, and/or Garage,
- three (only) Accessory Buildings, no two of which may be the same type or for same use, and
- 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 Deed Restrictions.

The list of Structures in this Section 2.2 is intended to be an exhaustive list of Structures that may be permitted on a Lot. In no event is this section to be interpreted to mean that any Structure(s) in addition to those listed in this section will be allowed to be erected, located, or placed on any Lot within the Subdivision.

## ARTICLE 3

### REVIEW AND CONTROL AUTHORITY

#### **Section 3.1 Review and Control Committee (RCC) Membership:**

The RCC shall be a standing MCIA committee and should be composed of three (3) to seven (7) persons. There shall be only one (1) RCC for Meyerland and the RCC herein is the same RCC as may be referenced in Amended and Restated Deed Restrictions for the other sections in Meyerland. The RCC members shall be owners of Lots in Meyerland. The Board by majority vote shall appoint the RCC committee members who serve at the pleasure of the Board. In the alternative to afore mentioned, the Board, by a 3/4 vote, shall have the authority to use outside or in-house services as an alternative to the RCC.

Any Lot Owner may apply for an open position or future position on the RCC by filing an application with the MCIA. Procedures for such an application shall be determined by the Board.

At any time, with or without notice, and with or without cause, any RCC member may be removed or terminated from the RCC, by a majority vote of the Board.

In the event of death, incapacity, or resignation, of any RCC member(s), the President of the Board may appoint a temporary replacement(s) to the position(s), and until the temporary replacement has been made, the remaining members shall exercise the RCC's authority. Any temporary replacement shall be appointed from among the owners of Lots in the various sections of Meyerland. Said temporary replacement shall remain a member of the RCC until such time as the Board has voted on a permanent replacement member or voted to remove said temporary replacement(s).

#### **Section 3.2 Compensation:**

The members of the RCC shall not be entitled to any compensation for services performed pursuant to Articles 2, 3, and/or 4 of these Deed Restrictions, unless said compensation is necessary to secure outside or in-house services, as defined by the Board.

#### **Section 3.3 Powers of the RCC, Board, and/or Designee(s):**

The RCC shall have the authority and responsibility, subject to a Lot Owner's right to appeal as stated in this Article, to interpret and to approve or disapprove the plans, specifications, and/or requests for approval for creation, erection, installation, maintenance, modification, alteration and/or relocation, of the exterior portions of any and all Structures as well as any improvements made to or on any Lots. The Board, and the RCC as a committee of the Board, shall have the authority to specify acceptable exterior materials, colors, and/or finishes (all subject to the requirements of these Deed Restrictions) that may be used in the construction, alteration, maintenance or repair of any Structure.

The Board may enact Policies intended to clarify Deed Restrictions or which pertain to items either not within or items within these Deed Restrictions, but requiring more specificity, including but not limited to: types of and materials of structures, location of structures, minimum setbacks; 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, as well as anything effecting aesthetics of the Subdivision, be it based on a Structure, non-Structure, or any alteration to a Lot. The RCC and/or Board is empowered to base any decision on basis of aesthetic considerations as long as not arbitrary and capricious.

The RCC and Board shall have full power and authority to reject, deny, or approve any construction plans, specifications, and/or requests for approval for improvements or modifications. The Lot Owner shall have the right to appeal a ruling by the RCC as per Section 3.8.

The Board may, by majority vote, grant an employee or agent certain authority to approve, deny, or request further information as regarding any Lot Owner's submittal for approval.

**In Cases of No Approval:**

Neither the completion of any Structure nor the commencement of, alteration of, addition to, or modification to any Structure or Lot prior to RCC and/or Board approval shall constitute a defense to any suit for enforcement of these Deed Restrictions and/or Policy. The Board, on behalf of the MCIA, shall be entitled to enjoin further construction or modifications and require the removal or correction of any work in place. Neither the Board nor the RCC shall have any liability as to any enjoinder of further construction or modifications, or for the removal or correction of any work in place which was not approved by the RCC and/or Board, nor for an error in granting any approval. In addition to any other remedies available to the MCIA, the Board may, but shall not be required to, record in the Official Public Records of Harris County, Texas, a notice of violation describing the violation and naming the violating Lot Owner and describing the Lot upon which the violation exists.

**In Cases of Approval:**

In the event the RCC and/or the Board shall determine that any plans, specifications, or modifications which received the approval of the RCC and/or the Board are not being complied with, or such plans, specifications, or modifications are in violation of these Deed Restrictions and/or in violation of any Policy, the Board, on behalf of the MCIA, shall be entitled to enjoin further construction or modifications and to require the removal or correction of any work in place which does not comply with approved plans, specifications, approvals for work/modifications, or are in violation of these Deed Restrictions and/or in violation of any Policy. Neither the completion of any Structure nor the commencement of, alteration of, addition to, or modification to any Structure or Lot shall constitute a defense to any suit for enforcement of these Deed Restrictions and/or Policy. Neither the Board nor the RCC shall have any liability as to any enjoinder of further construction or modifications, or for the removal or correction of any work in place which was approved or not approved by the RCC and/or Board. In addition to any other remedies available to the MCIA, the Board may, but shall not be required to, record in the Official Public Records of Harris County, Texas a notice of violation describing the violation and naming the violating Lot Owner and describing the Lot upon which the violation exists. Neither the RCC nor Board shall have any liability as to any error in granting any approval.

**Right to Inspect:**

Any member of the Board, the RCC, and their designee shall have the right, but not the obligation, during reasonable hours to enter upon and inspect any Lot with respect to which construction or modification is underway to determine whether or not the plans, specifications, and/or modifications therefore have been approved and are in compliance. Such person or persons shall not be deemed guilty of trespass, other tort or any civil or criminal liability by reason of such entry.

**Section 3.4 Change and Control:**

Unless otherwise specified in these Deed Restrictions, no Structure shall be commenced, constructed, erected, placed or maintained in the Subdivision, nor shall any exterior addition to, improvement of, or alteration to a Lot be made, unless and until, a request for approval, along with pertinent documentation as determined by the RCC or its designee(s), has been submitted to the RCC and approved in writing by the RCC.

The construction plans, specifications, and requests for approval together with such information as the RCC and/or Board may deem pertinent, shall specify, in such form as the RCC and/or Board may require, including, but not limited to, the nature, kind, shape, height, exterior color scheme, materials, and location of any proposed Structure and/or the alterations to a Structure and/or Lot.

The method for submittal of plans, specifications, approval requests, and other documents, may be determined by the RCC. Upon request, the RCC, or its designee, shall provide a written receipt to the Lot Owner stating both the date of receipt and a general description of the documentation submitted for approval. The method of RCC delivery of acknowledgement, approval, and/or denial of said, may be modified by a Policy.

**Section 3.5 Approval/Denial:**

Any approval, denial, or similar decision by the RCC shall be in writing. Written approval, denial, or similar decision must be signed by a RCC member or designee and mailed, electronically transmitted, or delivered to the applicant's last known address. In the case of denial or similar decision, the RCC shall include a statement with the reasons for denial and should indicate in a general way the type of plans, specifications, or approval requests that the RCC may approve for the subject Lot.

If a Lot Owner who has submitted all necessary plans and documents for approval, and has a valid receipt of such, has not received a reply or request for additional information from the RCC within forty-five (45) days after such plans and documents have been received by RCC, then the plans and documents shall be considered denied and the Lot Owner may pursue their appeal rights pursuant to these Deed Restrictions.

Upon approval of plans, specifications and requests for approval, no further approval under this Article 3 shall be required with respect thereto, unless such construction and/or improvement has not substantially commenced within twelve (12) months of the approval. Any alteration (which falls under the purview of these Deed Restrictions and/or Policy) of approved plans will require further approval of such by the RCC prior to commencement of alteration.

Denial or disapproval of plans, specifications, or documents, including but not limited to requests for approval, may be assessed by the RCC upon any ground which is consistent with

the purposes and intent of these Deed Restrictions and/or any Policy, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

**Lot Owner Responsibility and No Waiver of Future Approvals:**

The Lot Owner is responsible for ensuring that the plans and other information that the Lot Owner submits to the RCC complies with the requirements of these Deed Restrictions, MCIA Policies, and governmental authorities. While the RCC may identify, and make a denial based on, non-compliance with these Deed Restrictions, Policies, and/or governmental requirements, the RCC has no obligation to identify non-compliance on the Lot Owner's behalf. Any non-compliance shall remain the responsibility of the Lot Owner, even if the plans and other information are approved by the RCC.

The approval by the RCC of any plans, specifications or documents for any work done or proposed, or in connection with any other matter requiring the approval and consent of the RCC, or the Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, documents, or matters whatsoever subsequently or additionally submitted for approval or consent by any Lot Owner or party.

Neither the completion of any Structure nor the commencement of, alteration of, addition to, or modification to any Structure or Lot prior to RCC and/or Board approval shall constitute a defense to any suit for enforcement of these Deed Restrictions and/or Policies. The Board, on behalf of the MCIA, shall be entitled to enjoin further construction or modifications and require the removal or correction of any work in place. In addition to any other remedies available to the MCIA, the Board may record in the appropriate land records a notice of violation naming the violating Lot Owner.

**Section 3.6 Disclaimer:**

The RCC, the Board, their agents, the MCIA, and any members thereof shall not be responsible for structural or other defects of any kind or nature whatsoever in any plans, specifications, or documents submitted to the RCC, and/or improvements/modifications constructed or made as a result of plans, specifications, or documents submitted to the RCC, nor shall they, or any of them, be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of, or failure to, enact or enforce minimum standards for such improvement, and no act or omission shall be construed to impose any liability on the RCC, the Board, their agents, the MCIA, or any member thereof, for damages that any Lot Owner or others may sustain. Each Lot Owner shall, in each instance, be responsible for the safety and quality of the improvement constructed, made, or erected by, or for, said Lot Owner. No approval of plans, specifications or documents and no Policy may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the applicable Structure or modification will comply with these Deed Restrictions, Policy, or other applicable legal requirements, or as to any matters relating to the health, safety, workmanship or suitability for any purpose of the applicable Structure. It is understood that the standards imposed by these Deed Restrictions, Policy, the Board, MCIA, and RCC are in all cases minimum standards.

**Section 3.7 Errors and Omissions:**

Any error, defect in, or omission from the construction plans, specifications, requests for approval, documents, or the site plan submitted to the RCC and/or Board, shall solely be the responsibility of the Lot Owner to which the improvements relate, and neither the RCC, the Board, their agents, nor MCIA, shall have any obligation to check for errors or defects in, or omissions from, any such plans, specifications, requests for approval, documents, or site plan (whether the same relate to Lot Lines, Building Lines, easements, usability, fitness for the purpose intended or otherwise).

**Section 3.8 Appeals:**

If a Lot Owner who has properly submitted plans, specifications, or requests for approval, has had said documents denied by the RCC, then the Lot Owner shall have the right to appeal the decision to the Board by written notice of appeal received and acknowledged by the manager of the MCIA, or their designee, within thirty (30) days after the date of denial. Procedures for such an appeal shall be determined by the Board. No action may be brought against the MCIA, its officers or directors, or the RCC, or like organizations, or their members unless and until an appeal is made by the Lot Owner and a decision on such an appeal is made by the Board.

Any appeal not ruled on by the Board within sixty (60) days of the Board receiving said appeal, or written notice sent to said Lot Owner that a reasonable amount of additional time or further information is required by the Board for review of their appeal, shall be deemed approved provided all proposed structures/improvements/changes to or on a Lot comply with all terms and provisions of these Deed Restrictions, all MCIA Policies, and all governmental requirements.

## ARTICLE 4

### ARCHITECTURAL RESTRICTIONS

#### **Section 4.1 Maintenance of Property:**

All Structures and any other improvements on Lots located within the Subdivision must be kept in good repair and must be painted and cleaned when necessary to preserve their attractiveness. Grass, ground cover, or other RCC acceptable landscape material must be placed on the Landscaped Area of a Lot and properly maintained in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees, shall be cut and removed from any Lot (including tree stump) at the expense of the Lot Owner. All provisions of these Deed Restrictions, Policies, as well as any and all governmental codes and/or regulations must be followed by the Lot Owner and Resident of the Lot.

In the event any Lot Owner fails to maintain the Lot, all Structures and any other improvements situated thereon in a manner satisfactory to the Board, the MCIA, after seven (7) days' notice to the Lot Owner, setting forth the action intended to be taken by the MCIA and after approval by a two-thirds (2/3) vote of the Board, 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 Structures and any other improvements located thereon. The Board may also, by two-thirds vote (2/3), designate an agent or employee to enforce these Deed Restrictions, with regards to routine maintenance, without a further vote by the Board. Neither the Board, the MCIA 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 unless caused by the gross negligence of the Board, the MCIA or its agents or employees. The cost of all work performed shall be the personal obligation of the Lot Owner of the Lot upon which it was performed and shall become a part of the assessment payable by said Lot Owner and secured by the lien herein retained. Additionally, the MCIA or any Lot Owner of a Lot may bring an action at law or in equity to cause the Lot Owner to bring said property or Lot into compliance with these Deed Restrictions and Policies.

#### **Section 4.2 Exterior Color Requirements of Structures:**

The exterior of any Structure, including, but not limited to Dwellings, Garages, Accessory Buildings, and fences, shall have a/be of a color which is approved by RCC, however such Structures may be re-painted or re-stained without prior approval of the RCC if using the same color of paint as that which is the existing top coat of paint and which is also a color pre-approved by the RCC and/or Board. Should any dispute arise as to the necessity of RCC approval or color painted, it shall be entirely the responsibility of the Lot Owner to prove that RCC approval was not required, including, but not limited to the colors of the paint or stain used and painted/stained over. In all circumstances the burden of proof shall be the sole responsibility of the Lot Owner. The RCC and/or Board shall hold full authority to decide appropriateness of work and materials used. Any and all costs associated with correction of work, and materials used shall be the sole responsibility of the Lot Owner. The time allowed a Lot Owner to correct the situation will be at the sole discretion of the Board.

A list of pre-approved exterior paint colors may be established and modified by the Board. Neither the MCIA, Board, or RCC, nor any of their agents, shall have any liability as to any

decision made by the MCIA, Board, RCC, or their agents, as to the appropriateness or non-appropriateness of paint color/stain color. The term paint as used herein, shall include, but is not limited to stains and other coloring/tinting materials/products.

#### **Section 4.3 Construction Site Requirements & Removal of Structures:**

##### **Site Requirements:**

All construction/work sites shall be secured and maintained in a safe and orderly fashion and as per any and all MCIA Policies, rules, construction applications, and/or governmental requirements. This includes, but is not limited to, construction fencing, port-a-toilets, erosion control, trash/debris/storage/removal, and maintenance of vegetation.

##### **Structure Removal:**

Any Structure may be removed from any Lot without prior approval by the MCIA, provided the Lot Owner provides written notice to the MCIA of the scope of work and intended beginning and end date of work. Such notice must be received by and acknowledged by the MCIA a minimum of seven (7) days prior to the commencement of any removal work and Lot Owner must have a MCIA receipt stating such. The procedure for notice and approval can be modified by the Board and set forth in a Policy.

#### **Section 4.4 Masonry Requirements:**

The exterior material of the Single Family Dwelling on all Lots shall not be less than fifty-one percent (51%) Masonry. Percentage of Masonry shall be computed by dividing the total square footage of the exterior Masonry walls of the Single Family Dwelling (excluding the square footage composed of windows and doors) by the total square footage of the exterior Masonry and non-masonry walls of the Single Family Dwelling (excluding the square footage composed of windows and doors). The exact location (in a percentage in whole or in part) of required Masonry percentage on any Structure shall be at the sole discretion of the RCC and/or Board. Masonry requirement shall not apply to a detached Garage or to any second story of a detached garage; nor to any second story addition to an existing Structure.

#### **Section 4.5 Non-Permeable Coverage and Drainage Requirements:**

Unless otherwise further restricted by a Policy, allowable Non-Permeable Lot coverage per Lot shall be the lesser of either sixty percent (60%), or that allowed by the City of Houston, and/or appropriate governmental agency. The permeability of a surface or material will be as stated by the City of Houston, and/or appropriate governmental agency. However, should the City of Houston or appropriate governmental agency not provide such information, guidelines, or decision on permeability, or provide such in a limited fashion; then, such a determination may be made by the RCC and/or Board, in addition, the RCC and/or Board may make determinations above and beyond those of the City of Houston and/or other appropriate governmental agencies. Any such determinations by the RCC and/or Board, shall not be interpreted as being correct as to and/or have any bearing on any current or future governmental code, policy, statutes, or similar restrictions, nor shall the Board, RCC or the MCIA have any liability as to any such determination.

Topography of every Lot must be maintained with proper grading and drainage systems such that new construction or modification does not cause undue erosion, flooding, or drainage

problems of the Lot or any adjacent Lot. The RCC shall have the right, but not the obligation, of approval or rejection of any modification to a Lot on the basis of drainage. The RCC shall have the right to require an applicable drainage study by a licensed engineer at the Lot Owner's expense as part of the RCC's evaluation of the Lot modifications.

Lot Owners shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and storm water run-off are met.

**Section 4.6 Lot Area and Width:**

All Lots re-platted on or after the recording of these Deed Restrictions shall be of at least 8,000 square feet and have a minimum width of sixty-five feet (65') at the Front Building Setback Line shown on the Plat and shall comply with all sections of these Deed Restrictions.

**Section 4.7 Single Family Dwelling Size:**

The first floor area of a one story Single Family Dwelling, excluding any open exterior porches and Garages, shall be a minimum of 1,300 square feet, except as to Lots 15 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 any one story open porches and garage, shall not be less than 1,400 square feet for a one story dwelling.

The first floor area for a Single Family Dwelling of more than one-story, excluding any open exterior porches and Garages, shall not be less than 900 square feet. The overall square footage of a two-story home, exclusive of open exterior porches and Garages shall not be less than the minimum required one-story square footage for these lots.

**Section 4.8 Structure Location & Height:**

**Height of the Single Family Dwelling and Secondary Quarters:**

Neither the Single Family Dwelling nor the Secondary Quarters shall exceed two and one-half stories in height, nor be of more than thirty-six feet (36') in height measuring from the Minimum Flood Protection Elevation (MFPE) as defined by the Municipal Code of the City of Houston. The Board may pass a Policy which modifies maximum height (but not stories), so long as said Policy shall never set a maximum height which is less than the above stated thirty-six feet (36') from MFPE as defined by the City of Houston. All measurements shall be to highest point of roof line, excluding any chimneys. The height of the chimney may be limited if it is out of character of Meyerland as determined by the RCC. The half story may be a livable attic that is finished or left unfinished as storage space. The half story is built under the roof, therefore like the roof, some of the sides of the half story may slope downward.

**Non-Dwelling Structure Height:**

No Structure shall be higher than the highest roof peak on a Dwelling unless height is specified in this document. A Policy may be created further limiting height of non-dwelling structures.

**Front Lot Line & Front Building Setback Line:**

No Structure shall be located on any Lot nearer to the Front Lot Line than the Front Building Setback Line as shown on the Plat, except: (i) Erosion Control Devices, (ii) sidewalks, (iii)

walkways, (iv) Driveways, (v) stairs, steps or ramps, and (vi) other non-Building exceptions as may be allowed by Policy or decision of RCC for Structures appropriate for residential purposes.

Additionally, no Structure other than the above exceptions, shall be located on any Lot nearer than twenty-five feet (25') to the Front Lot Line.

Any Garage, Porte Cochere, or Carport opening may be located at or behind the Front Building Setback Line, however, no forward-facing Garage may be closer to the Front Building Setback Line than the forward most portion of the Dwelling.

**Side Street Lot Line & Building Line:**

No Structure shall be located on any Lot nearer to the Side Street Lot Line than the side street Building Line as shown on the Plat, except (i) Erosion Control Devices, (ii) sidewalks, (iii) walkways, (iv) Driveways, (v) stairs or steps for sidewalks, (vi) fences (see Section 4.13 Fences and Walls for further location requirements), and (vii) other non-Building exceptions as may be allowed by Policy or decision of RCC for Structures appropriate for residential purposes.

Additionally, no Structure other than above exceptions, shall be located on any Lot nearer than ten feet (10') from the Side Street Lot Line, unless behind a fence. For any corner Lot (unless otherwise specified in Deed Restrictions), a Garage, Porte Cochere, or Carport may face and be built up to the side street Building Line.

**Interior Lot Line & Building Line:**

No Structure shall be located nearer than seven feet (7') to any side Interior Lot Line, and except: (i) as allowed in Section 4.13 Fences/Walls, (ii) sidewalks/walkways may be as close as three feet (3') to side Interior Lot Line, (iii) a driveway may be as close as three feet (3') to the side Interior Lot Line, (iv) a Garage, Carport, Accessory Building (as permitted under Article 2 of these Deed Restrictions and which is located seventy-five feet (75') or more from the Front Lot Line) may be a minimum distance of three feet (3') from a side Interior Lot Line, as shown on the Plat, (v) any approved Structure, not specifically addressed in these Deed Restrictions and not a Building or Carport, which is further back than the rear most portion of the Dwelling, or is inside a fenced area, and which is less than six feet (6') in height, may be as close as three feet (3') from a side Interior Lot Line, (vi) HVAC systems (raised or not), water filtration/conditioner equipment, pool equipment, utility, and mechanical type equipment as per the discretion of the RCC, and/or (vii) other non-Building exceptions as may be allowed by Policy or decision of RCC for Structures appropriate for residential purposes.

**Rear Lot Line/Building Line:**

(i) No Carport or Building (other than a Garage or Accessory Building) may be closer than ten feet (10') to the rear Lot Line. (ii) No Structure may be closer than five feet (5') to the rear Lot Line.

**Additional:**

No Structure (except as allowed in Section 4.13 Fences/Walls), even of a temporary nature, may be placed in a utility easement.

For the purpose of this covenant, (a) eaves that extend no more than three feet (3') from any Building, Carport or Porte Cochere or one foot (1') from any other Structure, (b) steps extending no further than three feet (3'), and (c) unroofed terraces higher than the first floor ceiling and extending no further than three feet (3'), shall not be considered as part of the Building, Carport or Porte Cochere, provided however that this shall not be construed to permit any portion of a Structure on a Lot to encroach upon another Lot, including, but not limited to water runoff.

Conversion of, alteration of, or change in use of a Garage or any other Structure as permitted under Article 2 or Article 4 of these Deed Restrictions is prohibited if the resulting conversions or alterations (a) have not been approved by the RCC and (b) are in violation of these Deed Restrictions, including but not limited to, greater setback requirements for Structures other than a Garage or Carport, even if attached to a Garage or Carport.

#### **Section 4.9 Garages/Carports:**

A Single Family residence must contain an attached or detached private Garage or Carport for a minimum of two (2) cars. No attached Garage/Carport shall exceed the height of the main residence. No detached Garage shall exceed two (2) stories. The materials and design of all Garages/Carports, including garage door(s) shall be in harmony with both the main residence and Meyerland residential areas. As used in this section, "attached" means a Building that shares at least one common vertical wall with the residence.

There shall be no more than three (3) garage door openings and a total maximum of thirty (30) cumulative allowable linear feet of Garage doors or similar type doors (including split Garages) which are visible from the street.

Location and orientation of Garages and Carports shall be in accordance with Section 4.8 of these Deed Restrictions. No Carport shall be built or erected unless said Carport is of suitable material, construction, height, and location so as to match the aesthetics of the Single Family Dwelling and of Meyerland. Any and all determinations of such will be at the discretion of the RCC and/or Board. Garages and Carports may not violate any Lot Line or Structure setback restrictions as set forth by these Deed Restrictions or by a Policy.

#### **Section 4.10 Circular Driveways and Parking Pads:**

Circular Driveways and parking pads shall be allowed on all Lots provided they are in accordance with City of Houston Code of Ordinances and meet all other construction restrictions including impervious percentage requirements. Parking pads shall not be located forward of the forward most portion of the Dwelling. The RCC has the right to reject the location of, design of and materials used for any circular Driveways or parking pads constructed or modified.

#### **Section 4.11 Roofs:**

Any proposals for the repair of, replacement of, or new construction of a roof must be submitted to the RCC and approved in writing by the RCC prior to commencement of the repair, replacement, or new construction. No repair, replacement, or new construction shall be approved unless it complies with the then-existing standards established by the Board. Completion of repair, replacement, or new construction of any roof prior to RCC approval shall

not constitute a defense to any suit for enforcement of these Deed Restrictions. Notwithstanding the above, a repair of a roof that (1) affects less than twenty percent (20%) of the total surface area of the roof, (2) does not alter the pitch, color, design, type of materials or composition of the roof as originally constructed, and (3) is otherwise in compliance with all then-existing Deed Restrictions, Policies, building codes, and MCIA standards for roof construction, may be commenced without prior written approval of the RCC. Within ten (10) days of completion of such a repair, an application for approval shall be provided to the RCC regarding the completion of a roof repair without prior approval. If the completed repair is found to be in noncompliance with the then-existing Deed Restrictions and the standards for roof construction established by the Board, a notice to that effect shall be sent by the MCIA and all legal and equitable remedies for non-compliance, with these Deed Restrictions and/or standards established by the Board, may then be sought. Neither the MCIA, nor the RCC shall be liable in any way for any decision as to appropriateness of any roof material or color. This right of repair may be modified by the Board and set forth in a Policy.

#### **Section 4.12 Skirting:**

Any raised structure must be skirted in a manner consistent with the general construction of the structure(s) on the Lot, in harmony with Meyerland, in accordance with these Deed Restrictions and Policy, appropriate governmental authority, and is subject to the discretion of the RCC. The skirted portion of a structure will be considered as part of the masonry percentage if applicable to structure type.

When raising or elevating an existing Structure, should skirting design requirements be such that the skirting must exceed the restrictions of any Building Line in a minimal fashion (generally less than 12 inches beyond the building line) and both the appropriate governmental authority and the RCC and/or the Board approves such, it shall be the intent, but not requirement of the RCC and/or the Board to allow such for the elevated Structure. This action shall not permanently change the Building Lines.

#### **Section 4.13 Fences and Walls:**

All fences, walls, gates, and other similar structures shall require approval by the RCC prior to work or installation.

##### **Height:**

Fences/walls/gates shall be a maximum of eight feet (8') in height, however, MCIA may develop a Policy allowing for maximum fence height of ten feet (10') and/or with reasonable height transitions to/on adjoining fences. Should City of Houston Code of Ordinances or similar regulation specify a lesser maximum height, said Code/regulation shall at all times be followed. Exceptions to the height of construction may be made in the discretion of the RCC for fences abutting commercial property, a major thoroughfare (as determined by the Board), or for reasonable height transitions to/on adjoining fences.

##### **Location:**

Fences and walls may extend to the Interior Lot Line but shall not be forward of the front Building Line as specified on the Plat nor extend forward of the forward-most portion of the forward-most Building.

On corner Lots, fences/walls/gates may be placed between the Side Street Lot Line and the Building Line from the side street, so long as said fences/walls are no closer to the sidewalk than the greater distance of either, the property line, or four feet (4') from the inside portion of any public sidewalk.

For conjoined/abutting Lots owned by the same Lot Owner, and if not re-platted into one (1) Lot, if a fence appears to enclose no more than two (2) Lots, the fence may be placed at the Front Building Line of the non-Dwelling Lot (excluding Secondary Quarters) subject to any other applicable provision of these Deed Restrictions and any Policy.

In all circumstances, obstruction of public thoroughfares and off-Lot line of sight issues, as referenced or specified in these Deed Restrictions, Policy, by the City of Houston Code of Ordinances, and/or appropriate governmental agency, shall not be violated. Additionally, and notwithstanding the above, the RCC shall have the authority to restrict any fencing further than the listed location requirements above, if the proposed fence location presents a potential line of sight blockage or other safety concern, in the committee's sole and absolute discretion, other than a Lot Owner's right to appeal via Section 3.8.

**Materials:**

Fences/walls are to be constructed of wood, Masonry material, and/or decorative metal, or other materials as set forth by Policy. No permanent installation of wire or chain-link (i.e. metal mesh) or welded wire (i.e. hog panel or similar material) will be allowed or permitted. Fence, gate and/or wall materials may be disallowed by the RCC for purely aesthetic reasons, even if a similar structure already exists or is allowed in similar circumstances. Other materials, restrictions, specifications, and considerations may be set forth by Policy.

**Miscellaneous:**

Any fence/wall/gate facing a street shall be constructed in such a manner that the most aesthetically pleasing side, as decided by the RCC, faces the street. The color/stain/tint of all fences, walls, gates, and other similar structures requires RCC approval before installation and application of product. Driveway gates may swing outward from the Lot. However, at no time may the driveway gate cross any Interior Lot Line or impede a public right of way including, but not limited to, streets and sidewalks.

**Section 4.14 Accessory Buildings:**

Accessory Buildings will be permitted only behind opaque fences. No Accessory Building may be more than one (1) story or higher than twelve feet (12') from grade level, except that an Accessory Building with a peaked roof of similar material and construction to the peaked roof on the Single Family Dwelling may be fifteen feet (15') in height from grade level.

RCC/Board may limit the square footage allowed for such Buildings, such a limitation may be based upon any factor including, but not limited to intended use, number and types of other structures on the Lot, and/or overall aesthetics.

Nothing shall be stored on a Lot in violation of either state law or City of Houston Code of Ordinances, nor where it is visible from a street. The Lot Owner must receive approval from the RCC for the size, height, location, materials, color and any other requirements necessary prior to commencement of placement or construction of the Accessory Building(s).

**Section 4.15 Miscellaneous Structures, Devices, and Apparatus:**

No antenna towers, dish-type antennas, solar panels, water conditioners/filters/softeners, generating equipment, pool equipment, permanently placed basketball goals or irrigation devices other than sprinkler heads, shall be erected or located in the Subdivision that will be visible from a street unless otherwise stated by a Policy. No miscellaneous structure, device, or apparatus, listed herein or not, shall be erected or installed without the prior approval of the RCC. Flag poles, if erected, are to be placed behind building lines, and are to be no greater than 4" in diameter, of a height and material, as specified by a Policy and are to otherwise be in compliance with any Policy.

In addition to above restrictions and as part of new construction or major renovation, no air conditioning units, heating units, generating equipment, or similar devices, shall be visible from any street or from ground level of any adjoining Lot unless screened from view as approved by RCC.

**Section 4.16 Erosion Control Devices:**

Erosion Control Devices are allowed, so long as said Erosion Control Devices are of minimal necessary height, of suitable location, engineering, material, and aesthetics (as decided by the RCC). Erosion Control Device must be necessary to the Lot to prevent substantial erosion and shall not be allowed for purely aesthetic reasons, as decided by the RCC. Installation of any Erosion Control Device must be approved by RCC prior to installation.

**Section 4.17 Exterior Lights:**

Exterior lighting shall be shielded so as not to be offensive to neighboring Lot Owners or Residents.

**Section 4.18 Hedges & Trees:****Hedges:**

Ornamental hedges and/or similar view screening vegetation, placed or extending seven feet (7') outside of the front Building Line, shall not exceed thirty-six inches (36") in height. Additionally, no hedges and/or other similar type vegetation may be placed and or extend closer than three feet (3') from any public sidewalk. Hedge and vegetation restrictions stated above do not apply to plantings established prior to recordation of these Deed Restrictions; however they do apply to replacement and/or new plantings. In all circumstances, obstruction of public thoroughfares and off-Lot line of sight issues, as referenced or specified in these Deed Restrictions, by the City of Houston Code of Ordinances, and/or appropriate governmental agency, shall not be violated.

**Trees:**

Trees in front of Dwelling and to side streets shall be of a number and location to be aesthetically in line with the overall character of Meyerland as determined by the RCC and/or Board. Board may pass a Policy further describing general landscaping restrictions.

**Section 4.19 Sidewalks:**

Concrete sidewalks of width per City of Houston Code of Ordinances but in no case less than 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 Lot, and shall be located between the Lot Lines and the curb lines where possible. The exact locations, grades, specifications, and maintenance of the sidewalks shall be as required by the City of Houston. If for any reason, any portion of the sidewalk is removed by a Lot Owner (except if removed for the purpose of eventual new home construction), a replacement sidewalk must be installed within one (1) month from the date of removal.

**Section 4.20 Easements:**

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

**Section 4.21 Joining and Subdividing Lots:**

Any two (2), but only two (2), adjoining Lots may be re-platted into one (1) Lot, but only if City of Houston approval is granted and all necessary City of Houston and other applicable governmental requirements are met. Any time two (2) Lots are re-platted into one (1) Lot, the financial commitment to the MCIA, by any Lot Owner of the re-platted Lot, shall not be changed to that of a single Lot. Said property will continue to be treated as if two (2) Lots in regards to any maintenance, courtesy patrol, and or any other current or future fees, or assessments established and/or assessed by the MCIA. Said "newly" combined/joined/re-platted Lot(s) will be treated as one (1) Lot in regards to, but not limited to, voting rights, and building/structure/lot modification restrictions/requirements placed upon said property by the Board, RCC, and the Deed Restrictions. Once two (2) Lots have been re-platted/combined/joined into one (1) Lot, they may no longer be re-platted, combined, or in any other way joined with any other Lot, however the "newly" platted Lot may be re-platted back to two (2) Lots, but only two (2) Lots, provided each Lot individually shall not be in violation of any then current, as of time of division, provision of existing Deed Restrictions, or any Policy.

Except as set forth above, no Lot may be subdivided.

**Section 4.22 Temporary Structures as Dwellings:**

No Structure of a temporary character, including, but not limited to, a trailer, basement, tent, shack, mobile home, RV, garage, barn, moving or shipping container, temporary storage container or structure, or Accessory Building shall be used on any Lot at any time as a Dwelling either temporarily or permanently. In cases of natural disasters, the Board may for a limited time allow a trailer, mobile home, RV or similar type vehicle to be used as a Dwelling.

**Section 4.23 Signs:**

No signs of any kind shall be displayed to the Public View on any Lot except those allowed as set forth in these Deed Restrictions and/or Policy.

All signs must be ground mounted and are to be placed on Lot Owner's Lot and not located in public space between public walk and street unless otherwise specified by a Policy. Nothing herein is intended to allow rent or lease signs contradicting the Single Family residence restriction set forth above.

All signs must be of aesthetically suitable material as determined by the Board. In addition, no sign of any kind is permitted which, (1) is attached in any way to plant material, a traffic control

device, a light, a trailer, a vehicle, or any other existing structure or object; (2) includes the painting of architectural surfaces; (3) threatens the public health or safety as determined by the Board; (4) violates a law; (5) contains language, graphics, or any display that would be offensive as determined by the Board; (6) is accompanied by music or other sounds or by streamers, or (7) is otherwise distracting to motorists as determined by the Board.

The Board shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to remove and dispose of any sign that is in violation of these Deed Restrictions or any Policy. Neither the Board, the MCIA nor its agents or employees shall be liable and are expressly relieved from any liability for trespass or other tort or civil or criminal action in connection with the performance of their duties.

**Section 4.24 Garbage, Refuse and Recycling Storage or Disposal:**

No Lot improved or unimproved 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash, garbage, recycle, lawn debris, other waste, and containers, including but not limited to cans and bags, shall not be placed or stored in a location visible from any street prior to 6:00 p.m. on the date prior to trash/garbage or similar pickup day.

All trash and recycling containers must be removed from view from the street by the time set out in the City of Houston Code of Ordinances or similar regulation, but in no circumstance later than 8:00 a.m. on the day immediately after trash pickup day. In the case of nonstandard trash, such as "Tree Waste" or "Junk Waste" as defined by the City of Houston Code of Ordinances for pickup; said items shall be set out/placed out in accordance with the City of Houston Code or similar regulation. Any trash or waste remaining after nonstandard trash, such as "Tree Waste" or "Junk Waste", or similar type scheduled pickup, must be removed within twenty-four (24) hours after the end of city pickup day.

**Section 4.25 Automobiles, Vehicles, Boats, Mobile Homes, Motor Homes, RVs, Trailers, and Other:**

No Vehicle with an expired license or inspection sticker, or that has been dismantled, either in whole or in part, or that has been left in an inoperable condition for more than seventy-two (72) consecutive hours or seventy-two (72) nonconsecutive hours within a thirty (30) day period, shall remain on any portion of any Lot within the Public View.

No recreational vehicles, motor homes, boats, trailers, or other similar vehicles shall be stored or permitted to remain on any Lot or on any street in Meyerland and exposed to the Public View for more than seventy-two (72) consecutive hours or seventy-two (72) nonconsecutive hours within a thirty (30) day period. However, such items may be stored in a Garage so long as not visible from the street or adjoining Lot regardless if covered.

No commercial vehicles, commercial trailers, storage/moving containers, or other similar vehicles shall be stored or permitted to remain on any Lot and exposed to the Public View for more than seventy-two (72) consecutive hours or seventy-two (72) nonconsecutive hours within a thirty (30) day period. However, such items may be stored in a Garage so long as not visible from the street or adjoining Lot regardless if covered.

No Vehicle visible from the street or adjacent Lots shall remain elevated on jacks, ramps, stands, or other such devices for more than seventy-two (72) consecutive hours or seventy-two (72) nonconsecutive hours within a thirty (30) day period.

Under no circumstances shall Vehicles be parked on the Landscaped Area in Public View.

In cases of natural disasters or major renovation the Board may, for a limited time, extend the above referenced time limitations to the extent it deems necessary.

**Section 4.26 Obstruction of Public Thoroughfares:**

No fence, wall, hedge, shrub planting, landscape features, yard art, vehicles of any kind, or anything which obstructs sight lines at elevations between two feet (2') and eight feet (8') 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 twenty-five feet (25') 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 ten feet (10') from the intersection of the street property lines 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 potential obstruction of sight lines.

Trees, shrubs and other vegetation within such triangular area or such distance of a driveway intersection shall be trimmed so as not to obstruct streets, street lamps, and/or sidewalks. Furthermore, the bottom of the canopy of trees, shrubs and other vegetation passing over sidewalks, driveways, or public streets shall be trimmed to a minimum height of eight feet (8'), as measured from the top of the nearest curb.

Notwithstanding the above, the Board and/or RCC shall have full discretion to restrict any fencing, wall, tree, hedge, shrub planting, landscape features, yard art, vehicles of any kind, or anything else which obstructs sight lines further than the listed location requirements contained within these Deed Restrictions, if the proposed object's location presents a potential line of sight blockage or other concern in the Board's or RCC's sole and absolute discretion.

**Section 4.27 Land Near Parks and Watercourses:**

No Building shall be placed on nor any material or refuse be placed or stored on any Lot within twenty feet (20') 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 4.28 Oil and Mining:**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within any Lot, nor shall any wells, tanks, 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 4.29 Animals, Livestock and Poultry:**

No livestock, poultry, or animals, singular or plural, 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. City of Houston Code of Ordinances as pertaining to registration, inoculation, number and type of pets and leashing shall be adhered to.

**Section 4.30 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 Lot Owners or Residents of nearby Lots. No Lot Owner shall permit or continue to permit the erection, placement, or existence upon the Lot Owner's Lot any condition which endangers the health of any neighboring Lot Owner or Resident, nor which disturbs the reasonable enjoyment of any neighboring property by its owner or resident.

**Section 4.31 City Ordinances:**

No Lot Owner 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, laws, or regulations of the City of Houston, the State of Texas or other governmental agency.

## ARTICLE 5

### MANAGEMENT AND OPERATION OF SUBDIVISION

#### **Section 5.1 Management by MCIA:**

The affairs of the Subdivision shall be administered by the MCIA. The MCIA shall have the right, and power to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision, as well as to enact assessments, special assessments, and fees, including fees for Lot or Structure improvements, for the Subdivision as provided for in these Deed Restrictions, the Articles of Incorporation of MCIA, and/or the Bylaws of MCIA, and shall have all the powers set forth in the Texas Property Code and the Texas Business Organizations Code. The business and affairs of the MCIA shall be managed by its Board, unless otherwise reserved to the members of MCIA (the "Members") by law, the terms of these Deed Restrictions, the Articles of Incorporation of the MCIA, or the Bylaws of the MCIA.

The MCIA acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with these Deed Restrictions, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, repair, administration, courtesy patrol, or other matters of mutual interest.

The MCIA may enact Policies intended to clarify Deed Restrictions or which pertain to items either not within or items within these Deed Restrictions but requiring more specificity.

#### **Section 5.2 Membership in the MCIA:**

Each Lot Owner shall, upon and by virtue of becoming a Lot Owner, automatically become and shall remain a Member of the MCIA until ownership of the Lot ceases for any reason, at which time the membership in the MCIA shall also automatically cease. Membership in the MCIA shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership. All Members must provide their current mailing address to the MCIA in writing, if different from that of the Single Family Dwelling on the Lot owned by the Member.

#### **Section 5.3 Voting of Members:**

Lot Owners shall only be entitled to one (1) vote per individual Lot owned within the Subdivision. When more than one (1) person holds interest in any Lot all such persons shall be Members, but such Members shall collectively only be entitled to one (1) vote, which vote shall be exercised as they among themselves determine.

#### **Section 5.4 Board Actions in Good Faith:**

Any action, inaction or omission by the Board or its agents made or taken in good faith shall not subject the Board, any individual Member of the Board, or its agents, to any liability to the MCIA, its Members or any other party.

#### **Section 5.5 Indemnification of Officers, Directors and Their Agents:**

The MCIA shall indemnify each officer, director, and their agents to the fullest extent permitted by Chapter 8 of the Texas Business Organizations Code, as the same may be amended from time to time. The MCIA must provide liability insurance coverage for its Officers, Directors, and their agents.

## ARTICLE 6

### MCIA ASSESSMENTS, FEES, AND CHARGES

#### **Section 6.1 Obligation for Assessments, Fees and Charges:**

Each Lot Owner is deemed to covenant and agree to pay to MCIA:

- (a) Annual maintenance fees;
- (b) Assessments for contracted patrol services;
- (c) Additional Operational Fees and charges under the Deed Restrictions; and
- (d) Special Assessments.

The fees and assessments, together with interest, costs, and other fees provided for herein or by law, and reasonable attorney's fees, shall be the personal obligation of the person who was the Lot Owner at the time when the assessment fell due.

Reasonable and necessary attorney's fees incurred by the MCIA for the collection of delinquent monies due, together with interest at the rate of ten percent (10%) per annum on such delinquent monies due (unless such rate is usurious in which event the interest rate will be the highest rate allowed by law) shall be the responsibility of the respective Lot Owner and shall be a charge on the land and continuing lien upon the Lot.

#### **Section 6.2 Maintenance Fund:**

Each Lot covered by these Deed 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 (the "Developer Deed"). A lien to secure payment of the annual maintenance fee, interest, attorney's fees and other fees hereunder is established in the Developer Deed and incorporated in these Deed Restrictions (the "Assessment Lien"). The Assessment Lien is a first lien on the Lots and is not junior, inferior or subordinate to purchase money liens, home improvement liens, home equity liens or any other liens except liens securing the payment of ad valorem taxes. The obligation to pay the annual maintenance fee rests, and will continue to rest, on each person who owns a Lot in the Subdivision. The annual maintenance fee is due and payable to the MCIA on January 1st of each year or thirty (30) days from when the invoices are sent, whichever is longer. The annual maintenance fee, if not paid by February 1st of that year or within thirty (30) days from when the invoices are sent is delinquent. Each Lot Owner, by acceptance of a deed, is deemed to covenant and agree to pay these fees.

The Board may fix the annual maintenance fee at an amount not in excess of the maximum and shall fix the amount of the annual maintenance fee against each Lot preceding the annual maintenance fee assessment period. The annual maintenance fee assessment period shall begin on January 1 of each year. Written notice of the annual maintenance fee shall be sent to every Lot Owner subject thereto at the address of each Lot or at such other address provided to the MCIA in writing from the Lot Owner.

The amount of the annual maintenance fee is based upon lot square footage and may be adjusted from year to year by the Board as the need may, in the Board's judgment, require, but in no event shall the total of all such annual maintenance fees be raised more than ten percent

(10%) over the prior year.

Reasonable and necessary attorney's fees incurred by the MCIA for the collection of delinquent assessments hereunder together with interest at the rate of ten percent (10%) per annum on such delinquent assessments hereunder (unless such rate is usurious in which event the interest rate will be the highest rate allowed by law) shall be the responsibility of the respective Lot Owner and shall be a charge on the Lot and continuing lien upon the Lot.

The MCIA shall apply the total funds arising from such annual maintenance fees and special assessments, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes: enforcing these Deed Restrictions or doing anything necessary or desirable in the opinion of the Board, to keep property in the Subdivision and other sections of Meyerland, neat and in good order, or that it considers of general benefit to the Lot Owners or Residents of the Subdivision and other sections of Meyerland, it being understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the MCIA. Each person who accepts a deed to a Lot or Lots agrees, by the acceptance of same, to pay such annual maintenance fee and other assessments as herein provided.

**Section 6.3 Assessment for Contracted Patrol Services:**

The Board 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 contracted patrol services ("Patrol Assessment") and related expenses. This Patrol Assessment shall be fixed at a uniform rate for all Lots in Meyerland. The MCIA shall apply the total fund arising from such Patrol Assessments, so far as the same may be sufficient, toward the payment of expenses incurred for courtesy patrol services. Patrol Assessments shall be due on January 1 of the year for which the Patrol Assessment is to be applied. To secure payment of Patrol Assessments, a lien upon each Lot is hereby imposed and retained in the same manner as described in Section 6.2 regarding annual maintenance fees.

It is understood each resident and lot owner of the subdivision, their guests and invitees are responsible for their own personal safety and it is understood and agreed that it shall not be one of the purposes of the MCIA to provide security to the residents and lot owners of the property or their guests and invitees, nor for property of said persons. Neither the MCIA, its board, nor its officers, directors, or their agents shall in any way be considered insurers or guarantors of security within the subdivisions, nor shall they be held liable for any loss or damage by reason or alleged failure to provide adequate security or ineffectiveness of security measures undertaken, if any.

**Section 6.4 Additional Operational Fees:**

The Board may adopt additional operational fees which may be charged in accordance with the MCIA Fee Policy and as allowable by law.

**Section 6.5 Special Assessments:**

The MCIA may levy additional assessments, from time to time, for purposes determined to be in the best interest of the Subdivision by the Board, at a meeting of the Board called for the

purpose of approving the special assessment. The amount, purpose, and due date of the special assessment shall be set forth in the notice of the Board meeting. A special assessment must be approved by twenty percent (20%) of all Lot Owners in the MCIA.

## ARTICLE 7

### AMENDMENTS TO RESTRICTIONS/COVENANTS AND TERMS

#### **Section 7.1 Amendment Process:**

These Deed Restrictions can be amended and changed at any time by the affirmative vote of the then Lot Owners of a majority of the Lots shown on the recorded plat of the Subdivision, evidenced by a written agreement signed and acknowledged by the then Lot Owners of a majority of such Lots within a six (6) month time period (as measured from the date of the earliest signature to the date of the last signature). For the purpose of this Article 7, it shall be presumed that the Lot Owners 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 (1) vote. When more than one (1) person or entity holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the Lot Owners thereof determine. Any Lot Owner's acknowledged signature of a written agreement amending and changing these Deed Restrictions and covenants shall be made with the knowledge, consent, and authority of at least a majority of the co-Lot Owners, if any, of such Lot. In the event at least one (1) but less than all Lot Owners of a Lot sign a written agreement amending and changing these Deed Restrictions and covenants, the knowledge, consent, and authority of a majority of the co-Lot Owners of a Lot will be presumed.

An amendment or change to these Deed Restrictions 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 MCIA if it be the requestor shall bear all expenses in connection therewith. Notwithstanding anything herein to the contrary, any amendment or change to these Deed Restrictions made pursuant to this section shall not affect or abrogate the purposes of these Deed Restrictions as set out in Article 2 of these Deed Restrictions.

#### **Section 7.2 Term:**

The restrictions and covenants set out in these Deed Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until the 1st day of January, 2028 after which date said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Deed Restrictions have been signed by the then Lot Owners of a majority of the Lots and recorded in the Deed Records of Harris County, Texas.

## **ARTICLE 8**

### **OTHER PROVISIONS**

#### **Section 8.1 Applicability:**

These Deed Restrictions shall take precedence over the Original Deed Restrictions and the Original Deed Restrictions are terminated and of no further force or effect. These Deed Restrictions shall extend, continue, and preserve any lien previously created or existing which secured or secures annual maintenance fees, special assessments, Patrol Assessments assessed or to be assessed under the Original Deed Restrictions referred to hereinabove, and all interest, fines, attorney's fees and other fees hereunder.

#### **Section 8.2 Enforcement:**

These Deed Restrictions shall run with the Lots in the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by both the MCIA and each Lot Owner in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce these Deed Restrictions is initiated against a Lot Owner or occupant of a Lot by the MCIA, or other Lot Owner, as the case may be, the MCIA or the other Lot Owner shall be entitled to recover reasonable attorney's fees from the Lot Owner or occupant of a Lot who violated these Deed Restrictions. In addition, the MCIA is authorized to levy and collect after notice, reasonable and uniformly applied fines and penalties, established in advance in a Policy, from any Lot Owner for breach of these Deed Restrictions or any Policy by the Lot Owner or the Lot Owner's family, guests, or tenants.

#### **Section 8.3 Delay in Enforcement:**

No delay in enforcing the provisions of these Deed Restrictions with respect to any breach or violation thereof shall impair, damage, or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

#### **Section 8.4 Remedies:**

In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of these Deed Restrictions, the MCIA and/or any Lot Owner may institute and prosecute any proceeding at law or in equity to abate, preempt and/or enjoin any such violation or attempted violation and/or to recover monetary damages caused by such violation or attempted violation. The MCIA and/or any Lot Owner may file liens on Lot(s) in order to secure any ruling of a court of law, if specifically allowed for in these Deed Restrictions.

#### **Section 8.5 Number and Gender:**

Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and MCIA's of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

#### **Section 8.6 Articles and Sections:**

Article and section headings in these Deed Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Deed Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Deed Restrictions.

**Section 8.7 Existing Conditions and Improvements:**

If there exists on the effective date of these Deed Restrictions, any improvement which is not in violation of the Original Deed Restrictions such improvement shall be deemed to be in compliance with these Deed Restrictions.

Structures existing prior to these Deed Restrictions which had prior approval by the appropriate review committee and met all requirements at the time of construction/installation may be maintained and repaired, but only to the extent allowed by the RCC or MCIA Board, without violating these Deed Restrictions.

**Section 8.8 Severability/Invalidity:**

In the event any court of competent jurisdiction finds the invalidity or partial invalidity or partial unenforceability of any provision in these Deed Restrictions, the remainder of these Deed Restrictions shall remain in full force and effect. In the event of the invalidity or partial invalidity or partial unenforceability of the Deed Restrictions against any Lot or portion of the Subdivision, the Deed Restrictions shall remain in full force and effect against the remainder of the Lots and Subdivision. It is not the intention of these Deed Restrictions to violate any local, state, or federal laws or regulations.

**Section 8.9 Other Laws:**

Every Lot Owner or Resident in the Subdivision shall comply with all local, state, and federal laws and regulations as the same may now exist or may hereafter exist.

**Section 8.10 Compliance with the Law:**

All of the provisions of these Deed Restrictions are intended to be in compliance with all applicable statutes, ordinances and laws. Should any particular section of these Deed Restrictions ever be in conflict with any applicable law, to the extent possible, that particular section shall be interpreted to be as restrictive as possible while not being in conflict with the applicable law.

**Section 8.11 Counterparts:**

These Deed Restrictions contain signature pages from various identical counterparts, each of which, when executed, shall be deemed to be an original. Such counterparts shall constitute one (1) and the same instrument, and for recordation purposes, separate signature pages and acknowledgments may be affixed to the recorded instrument without the necessity of recording the entirety of each separate counterpart.

**EXECUTION AND NOTARIZATION**

IN WITNESS WHEREOF, the President of the Meyerland Community Improvement Association has executed this instrument as of the date first written above.

MEYERLAND COMMUNITY IMPROVEMENT ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, President of the Meyerland Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LOT OWNERS WHO HAVE SIGNED AND ACKNOWLEDGED THIS INSTRUMENT**

[Signature pages to follow]

**MEYERLAND, SECTION 2**  
**LOT OWNERS SIGNATURES**

The undersigned Lot Owner(s) hereby adopt, establish and impose the foregoing Amended and Restated Deed Restrictions for Meyerland, Section 2.

Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Lot Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Lot Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Lot Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Lot Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Lot Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Lot Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_