

**Amended Deed Restrictions for  
Willowbend Section Three**

**State of Texas    County of Harris**

WHEREAS, the majority of Owners of the Residential Lots of Willowbend, Section 3, intend to amend the Deed Restrictions of Section 3, in part, to allow restricted two-story homes in the Section.

WHEREAS, WILLOWBEND, Section 3, is an addition or subdivision (the "Subdivision") of approximately 20.3846 acres of land, out of the W.N. Bronaugh Survey, Abstract 135, in Harris County, Texas, according to the plat recorded in Harris County, Texas, County Clerk's File No. 1219407, references to which are here made for all purposes. Under Section 19 of the existing, recorded Deed Restrictions ("Deed Restrictions") in Volume 2719, Page 410, of the Official Records of Real Property of Harris County, Texas, for Section 3 of the WILLOWBEND subdivision, the Owners of a majority of the Residential Lots thereof may and do hereby amend those restrictions, conditions, restrictive covenants, reservations and rights ("Covenants") running with and on the land of Section 3 (the "Section") of the Subdivision.

THEREFORE, the Owners (or a majority of them) of the Section, agree to adopt the following Covenants, reservations, restrictions and conditions as Amended Deed Restrictions. Each contract or deed that has been, or may hereafter be, executed with respect to any of the Lots in the Section shall be conclusively held to have been executed, delivered, and accepted subject to the Amended Deed Restrictions, whether the same are set out in full in said contract or deed.

**ARTICLE I  
DEFINITIONS**

(A) Owner (or Owners) means the legal title holder(s) of record of any portion of a Lot in the Section, including an Owner who may have contracted to sell any property and any person or entity holding legal title as trustee (but excluding those having such interest merely as security for the performance of an obligation), and including the heirs, executors, personal representatives, administrators, devisees, and assigns of an Owner, and including all other persons, firms, or corporations acquiring or succeeding to the title of an Owner by sale, grant, will, trustee's deed, execution, legal process, or operation of law. If title to a Lot is held in the name of more than one person or entity, the term "Owner" includes those persons and/or entities.

(B) Residential Lot or "Lot" means each of the lots in the Section, as well as building sites resulting from re-subdivision or consolidation of any Lot (or Lots).

(C) Amended Restrictions means those certain covenants, conditions, reservations and restrictions herein set forth, amending the Deed Restrictions.

(D) Effective Date means the date the Amended Deed restrictions are filed in the Official Records of Real Property of Harris County, Texas.

**ARTICLE II  
RESTRICTIONS**

(1) All the plots, areas or lots shown on the recorded plat of the Subdivision, shall be known and described as Residential Lots. No Building shall be erected, placed or permitted to remain on any Residential Lot, other than one detached single family dwelling, not to exceed two (2) stories in height, and an attached or

detached private garage, and/or any other out-building incidental to residential use of said Residential Lots, provided that such outbuilding shall comply in all respects to the restrictions, conditions and covenants herein set forth, and not to exceed two (2) stories in height.

(2) Lot size. No Lot may be subdivided except to divide it among two or more Lots, such that each of the resulting Lots continues to face the street and is at least as large as the smallest of the original Lots before subdividing. For example, three (3) Lots of the original platted size may be re-subdivided into two (2) larger Lots, but not vice versa.

(3) No dwelling shall be located nearer to the front lot line or nearer to the side street line of said Residential Lots than the building set back lines shown on the recorded plat. In any event, no building shall be located on any Residential Lot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line of any Residential Lot.

(4) No residential structure shall be erected, placed or permitted on any Residential Lot which has an area and width less than the full sized Residential Lots as shown on the recorded plat of said Subdivision, nor shall such structure contain less than (51%) brick or stone masonry in the outside walls, nor shall wood shingle roofs be used or permitted on any dwelling on said Residential Lots, nor shall pea-gravel roofs be permitted, but such restriction does not include white marble type roofs. All new or replacement roofs shall be constructed from fire-retardant roofing material with a rated life of twenty (20) years or greater, in accordance with applicable statute, ordinance or law.

(5) No noxious or offensive trade or activity shall be carried on upon any Lot or plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(6) All easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat of said addition.

(7) There is also dedicated an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown on the recorded plat of said addition.

(8) The ground floor area of a main structure, exclusive of open porches and garages, shall be not less than 1600 square feet for a one story dwelling on all Residential Lots. (For the purposes of this paragraph 50% area of a screened porch may be included in the ground floor area of the main structure on any of said Residential lots up to a maximum of 60 square feet.)

(9) No garage shall be constructed after completion of the main dwelling, unless the materials and design are in harmony with the main dwelling.

(10) Except as permitted by law, no sign of any kind shall be displayed to the public view on any Residential Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

(12) No Lot shall be used or maintained as a dumping ground for refuse, rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material

shall be kept in a clean and sanitary condition.

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

(14) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Residential Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, or real estate office, temporary or permanent.

(15) No individual water supply system shall be permitted on any Lot, nor shall individual sewage disposal systems be permitted thereon.

(16) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Residential lot within the triangle area formed by the street property lines, or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(17) Each and every resident or Residential Lot owner in this subdivision shall comply strictly with each and all legal, sanitary, health and police laws, ordinances and regulations as same now exist or may hereafter exist.

(18) No fence, wall or other structure of similar nature shall be permitted nearer to the front lot line than the building line as shown on the recorded plat of the subdivision.

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

(20) If the parties hereto or any of them or their successors or assigns or any future owner or owners of the Residential Lots in this subdivision shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of said lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant and either prevent him or them so doing or to damages or other relief for such violation.

(21) The foregoing remedies are cumulative of any in addition to all other remedies and relief allowed by law and/or in equity to any and all residents and/or lot owners in such subdivision who are or may be injured, damaged or inconvenienced by the violation of any other resident or lot owner or owners in these provisions as same now exist or may hereafter exist.

(22) Invalidation of any one or more of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Owners representing themselves as a majority of the Owners of Section 3 of the Subdivision as of the Effective Date have executed and acknowledged their signatures hereof on the dates shown, and this document is filed on the date stamped by the Harris County Clerk. Each Owner who has signed a ¶ Signature and Acknowledgment Page for Amended Deed Restrictions of Willowbend Section 3 ¶ (each a ¶ Signature Page ¶ and collectively the ¶ Signature Pages ¶) has agreed that the attached Amended Deed Restrictions of Willowbend

Section 3 dated (for reference) May 2<sup>nd</sup>, 2005, may be executed in multiple counterparts, and that the Signature Pages of the Owners of each Lot in the Section may be combined and attached to one or more counterpart documents, which counterpart documents may then be recorded as an original in the Official Public Records of Real Property of Harris County, Texas.

I, \_\_\_\_\_ declare that the Signature Pages, which are attached hereto, have been assembled for rerecording in accordance with the above paragraph.

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

**The State of Texas**

**County of Harris**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas