

Amended Deed Restrictions

Willowbend Section Five

State of Texas County of Harris

PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: that pursuant to Section 19 of the existing Deed Restrictions for Section Five (5) of the residential community known as WILLOWBEND subdivision, in Harris County, Texas, as filed in the official real estate records of that county, the owners of a majority of the Lots thereof do hereby amend and modify the restrictions, covenants, and conditions for Section Five (5); and that

WILLOWBEND being a subdivision of approximately 246.6128 acres of land inclusive of Sections One (1) through Six (6) out of the W.N. Bronaugh Survey, Abstract 135, in Harris County, Texas, according to the maps or plats thereof filed for records in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. 1145388, 1164140, 1212129, 1219407, 1236552, and 1241477, and 12528 (the "Subdivision"), and Section Five (5) (the "Section") being a section of the Subdivision containing approximately 20.3846 acres according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, under Clerk's file No. 1241477, which is currently restricted to residential use;

WITNESS, THEREFORE, that the owners of the Section, desiring to carry out a uniform plan for the improvement, development, sale, and use of all of the land in the Subdivision for the benefit of the present and future owners, do hereby covenant and agree with each other to adopt the following reservations, restrictions, covenants, conditions, and easements to apply uniformly to the use, occupancy, and conveyance of all lots in the Section, and each contract or deed which has heretofore been, or may hereafter be, executed with regard to any of the lots in the Section shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants, conditions, and easements, regardless of whether or not said reservations, restrictions, covenants, conditions, and easements are set out in full in said contract or deed.

ARTICLE I

DEFINITIONS

(A) Owner shall mean the legal title holder of record of any portion of a Lot in the Section, including any 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 any Owner, and including all other persons, firms, or corporations acquiring or succeeding to the title of an Owner by sale, grant, will, foreclosure, 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" shall include all such persons. Wherever an action or decision is required pursuant to this Declaration to be taken by an Owner that consists of more than one person or entity, the action or decision must be the action of decision of all of such persons or entities acting unanimously.

(B) Lot shall mean each of the lots in the Section, as well as building sites resulting from re-subdivision or consolidation of any such Lot.

(C) Restrictions shall means those certain covenants, conditions, reservations, easements, and restrictions hereinafter set forth.

(D) New Construction shall mean construction following the demolition and removal of all or substantially all of an existing dwelling. Notwithstanding the foregoing, construction undertaken by the existing Owner after a casualty loss shall not be deemed New Construction unless the construction also qualifies as a Major Renovation, or unless the Owner elects to be treated under the rules for New Construction.

(E) Major Renovation shall mean construction that increases the original footprint of the main structure by 20% or more, or adds six (6) or more feet to the height of the main structure.

(F) Effective Date shall mean the date these amended Restrictions are filed in the real estate records of Harris County.

ARTICLE II RESTRICTIONS

(A) Single-Family Use. No building shall be erected, altered, placed, or permitted to remain on any Lot other than (i) one detached single-family dwelling, (ii) an attached or detached private garage, and/or (iii) any other outbuilding incidental to residential use of said Lot, provided that such outbuilding shall comply in all respects to the Restrictions herein set forth. "Single-family dwelling use" shall be understood to include and permit joint use of the premises for domestic partners, servants, extended care providers, or extended family members, but shall exclude any use as a boarding house, dormitory, or any other form of multifamily dwelling.

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(B) Building Location

a. No dwelling shall be located nearer to the front line or nearer to the side street line of any Lot than the building set-back lines shown on the recorded plat.

b. In any event, no building shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 10 feet to any side street line.

c. A detached one-story or two-story garage that is located 70 feet or more from the front Lot line may be located as near as 3 feet to the side Lot line. A detached one-story garage, or a detached two-story garage that contains no windows on the rear side on the second story, may be located as near to the rear Lot line as is consistent with the easements provided herein and in the recorded plat.

d. Except as provided in subsection (c) above or in the remainder of this paragraph, no building shall be located nearer than 5 feet to any side Lot line of any Lot. Except as provided in subsection (c) above, the following rule shall apply to New Construction or a Major Renovation: no new two-story building or new two-story wing of a building shall be located nearer than 7 feet to any side Lot line of any Lot, or nearer than 20 feet to any rear Lot line of any Lot.

e. Mechanical equipment is permitted within the side and rear setbacks. Roof

overhangs shall not exceed more than two feet over building setback lines.

(C) Lot Size. No structure shall be erected, placed, or permitted on any Lot if the Lot has an area and width less than the full-size Lots as shown on the recorded plat of the Subdivision. No Lot may be subdivided except to divide it among two or more other 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.

(D) Building Materials. No main building of a dwelling shall contain less than 51% brick, brick veneer, stone masonry, or stone veneer in the outside walls (excluding gables, doors, and windows), nor shall asbestos siding be used or permitted on any building on said Lots. All new or replacement roofs shall be constructed from fire-retardant roofing material with a rated life of twenty (20) years or greater. No wood shingle roofs shall be used on any buildings. White marble gravel roofs are permitted but pea gravel roofs are not, and all gravel roofs shall be limited to roofs whose pitch is less than 3 in 12 (also known as 25% pitch). No building shall be constructed of any stucco or stucco-like material, or material that is not intended for exposure to exterior elements.

(E) Commercial Operations and Nuisances. No business, commercial, or professional activity on any Lot or in any building thereon shall be permitted which disturbs the exclusively residential character and tranquility of the Subdivision. No business, commercial, or professional activity shall be carried on upon any Lot which may be or become an unreasonable annoyance or nuisance to the neighborhood by being seen, heard, or smelled by persons outside the Lot. Evidence of such prohibited activity shall include, without limitation: excessive noise; visible storage of commercial, trade, or professional supplies or equipment; unreasonably increased pedestrian or vehicle traffic; substantially increased parking of vehicles on the street; substantially increased deliveries; erection of commercial signs or advertising visible from the street; emissions of dust, smoke, gasses, chemicals, odors, lights, or unreasonably obtrusive radio signals; or discharges of non-household wastes into the sewage system. The foregoing restrictions shall not be construed to prohibit any resident from keeping business or professional records or accounts, from telecommuting, from engaging in business or professional telephone calls, correspondence, or computer communications, or from conducting such other activities for hire as are reasonably private and customary in a residential setting (including without limitation such activities as music lessons, tutoring, arts and crafts, caring for the young or disabled, or consulting), all of which uses are expressly declared customarily incidental to the principal residential use, whether occurring full-time or part-time.

(F) Easements. All easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat of the Subdivision. 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 the Subdivision.

(G) Minimum Size. For New Construction, the ground floor area of a main structure, exclusive of open porches and attached or detached garages, shall be

not less than 2000 square feet for a one-story dwelling, nor less than 1600 square feet for a dwelling of more than one story. (For the purpose of this paragraph, 50% of up to 60 square feet of the area of a screened porch may be included in the ground floor area of the main structure).

(H) Maximum Size. No structure shall exceed two (2) stories in height. For New Construction or Major Renovations, the ground floor area of a main structure shall be not more than 3400 square feet. (For the purpose of this paragraph, 100% of the area of an attached garage must be included in the ground floor area of the main structure, but no part of an open or screened porch need be included.)

(I) Garages. The materials and design of any garage shall be in harmony with the main dwelling. For New Construction, all homes must include a private garage for storing two (2) or three (3) cars, and no garage shall exceed 800 square feet.

(J) Signs. No sign of any kind shall be displayed to the public view on any Lot except (i) one sign of not more than five square feet advertising the property for sale or rent, (ii) signs used by a builder to advertise property during the construction and sales period, (iii) temporary signs, such as political signs, not to exceed six (6) square feet, to be set up no more than ninety (90) days in advance of a particular political event (if applicable) and to be removed within seven (7) days after the conclusion of the event, (iv) small warning or notice signs such as home address signs, "No Soliciting," "Beware of Dog," security signs, etc., or (v) small temporary signs advertising construction or repair work in progress. Other than the foregoing, no signs shall advertise any type of commercial activity taking place on the Lot.

(K) Oil & Gas Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall 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.

(L) Trash Storage. No Lot shall be used or maintained as a dumping ground for rubbish 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.

(M) Animals. 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.

(N) Temporary Buildings. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any 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.

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

(P) Fences, Walls, and Hedges. Fences, walls, hedges, and shrub planting on corner properties shall conform to City of Houston ordinances regarding sight lines

and traffic safety. No fence, wall, or perimeter barrier of similar nature located within five (5) feet of either a Lot line or the front building setback line shall exceed eight (8) feet in height, except in the case of a Lot line adjoining an area that contains a two-story structure.

(Q) Compliance with Ordinances. Each resident or Owner shall comply strictly with each and all legal, sanitary, health, and police laws, ordinances, or regulations as same now or may hereafter exist.

(R) Parking. No trailer, camper, boat, boat trailer, bus, truck larger than a pickup, recreational vehicle, detached camper top, or trailer truck shall be stored permanently on any Lot in front of the building front set-back line, nor shall any motor vehicle be permanently parked in an unpaved area in front of the building setback line. "Permanently" in this context shall mean on more than a total of fourteen (14) days (consecutive or non-consecutive) during any six-month period.

(S) Grandfather Rights. Notwithstanding the provisions of this Declaration, no permanent improvement that is in place on the Effective Date, including any fence or outbuilding, other than a removable carport that violates building setback lines as in effect immediately prior to the Effective Date, must be modified to comply with these Restrictions unless and until it constitutes New Construction.

ARTICLE III GENERAL PROVISIONS

(A) Amendments. These 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 period of ten years unless an instrument signed by at least 60% of the then Owners of the Lots has been recorded in the Official Public Records of Real Property of Harris County, Texas, amending such covenants in whole or in part.

(B) Enforcement. If the parties hereto or any of them or their successors or any future owner or owners of the Lots in this Subdivision shall violate any of the covenants herein, it shall be lawful for any other person 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 recover damages or other relief for such violation.

(C) Remedies Cumulative. 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.

(D) Severance Clause. 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.

(E) Counterpart Clause. This instrument may be executed in multiple counterparts, either personally by the Owner(s) of each Lot, or by their duly appointed attorney(s) in fact. The signature pages of the Owners may be combined and

attached to one or more counterpart documents, which counterpart document shall then be recorded among the Official Public Records of Real Property of Harris County, Texas.

IN WITNESS WHEREOF, Owners representing a simple majority of the total Owners of Section Five (5) of the Subdivision have executed this instrument personally or via an attorney in fact, and this instrument is filed on this ____ day of June, 2001.

Each owner who has signed a "Signature and Acknowledgement Page for Amended and Restated Covenants, Conditions, and Restrictions of Willowbend Subdivision" (each a "Signature Page" and collectively the "Signature Pages") has agreed that the attached Amended and Restated Covenants, Conditions, and Restrictions of Willowbend Section 5 dated (for reference) October 31, 2000 (the "Restrictions") may be executed in multiple counterparts, the Signature Pages of the owners of each lot in the subdivision may be combined and attached to one or more counterpart documents, signed and acknowledged by a duly authorized officer of the Willowbend Civic Club, which counterpart document shall then be recorded among the Official Public Records of Real Property of Harris County, Texas.

I, Wendy K. Laubach, declare under penalty of perjury that the Signature Pages, which are attached to the Declaration attached to this instrument, have been assembled in accordance with the above paragraph.

Wendy K. Laubach

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by

_____ this
____ day of June, 2001.

Notary Public in and for the State of Texas

Signature and Acknowledgment Page for Amended and Restated Deed Restrictions for Willowbend Section 5

Each owner of the property with a street address of _____

_____,
Houston, Texas 77035, by signing and printing such owner's name in the space below, declares that he or she is the owner of the real property described above, which is located in Section 5 of the Willowbend Subdivision, and that all of the owners thereof are listed as follows:

and acknowledges that he/she approves and consents to all matters contained in

the Amended and Restated Deed Restrictions for Willowbend Section 5 dated (for reference) October 31, 2000, and desires the same to apply to Section 5 of the Willowbend Subdivision.

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ____ day of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ____ day of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ____ day of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ____ day of _____, 2001.

Notary Public in and for the State of Texas

(Form Granting Authority for Execution of Amended and Restated Deed Restrictions for Willowbend Section 5 by Attorney-in-Fact)

Each owner of the property with a street address of

_____,
Houston, Texas 77035, by signing and printing such owner's name in the space below, declares that he or she is the owner of the real property described above, which is located in Section 5 of the Willowbend Subdivision, and that all of the owners thereof are listed as follows:

and acknowledges that he/she approves and consents to all matters contained in the Amended and Restated Deed Restrictions for Willowbend Section 5 dated (for reference) October 31, 2000 (the "Restrictions"), and desires the same to apply to Section 5 of the Willowbend Subdivision, and appoints the following person:

(the "Attorney-in-Fact") his/her attorney-in-fact for the strictly limited purpose of executing the Restrictions on his/her behalf and filing them in the real estate records of Harris County. This power of attorney is revocable by written notice to the Attorney-in-Fact at [insert address] _____, Houston, Texas 77035, until such time as the Restrictions are filed in the real estate records for Harris County, at which time it shall become irrevocable. This power of attorney pertains to the execution of filing only of these Restrictions and not any other documents, including any alterations or amendments of the Restrictions.

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ___ day of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ___ day of _____, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this

___ day of June, 2001.

Notary Public in and for the State of Texas

Print Name: _____

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ___ day of June, 2001.

Notary Public in and for the State of Texas

Signature and Acknowledgment Page for Amended and Restated Deed Restrictions for Willowbend Section 5 (Alternative Form for Execution by Attorney-in-Fact)

The undersigned is the duly appointed attorney-in-fact for each owner of the property with the street addresses listed on the attached Exhibit "A", each in Houston, Texas 77035, and by signing and printing such attorney-in-fact's name in the space below, declares that he or she is authorized by the owners of all of the real property described above, all of which is located in Section 5 of the Willowbend Subdivision, to acknowledge that each such owner approves and consents to all matters contained in the Amended and Restated Deed Restrictions for Willowbend Section 5 dated (for reference) October 31, 2000, and desires the same to apply to Section 5 of the Willowbend Subdivision.

Print Name of Attorney-in-Fact: Wendy K. Laubach

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED before me, the undersigned authority, by _____ this ___ day of June, 2001.

Notary Public in and for the State of Texas