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**AMENDED AND RESTATED DEED RESTRICTIONS
FOR
MEYERLAND, SECTION ONE (1)**

ER 055 - 59 - 0322

**AMENDED AND RESTATED DEED RESTRICTIONS
FOR
MEYERLAND, SECTION ONE (1)**

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**AMENDED AND RESTATED DEED RESTRICTIONS
FOR
MEYERLAND, SECTION ONE (1)**

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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS

RECITALS

WHEREAS, a certain 60.5 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 One (1), according to the plat of said subdivision filed for record in the office of the County Clerk of Harris County, Texas, on the 29th day of July, 1954, under File No. 1293699 (the "Subdivision"); and

WHEREAS, on the 30th day of, September, 1954 certain reservations, restrictions, covenants and easements applying to said tract were filed for record in Volume 2832, page 560, et.seq. of the Deed Records in the office of the County Clerk of Harris County, Texas (as previously supplemented and amended from time to time, the "Original Deed Restrictions"); and

WHEREAS, on the 16th day of October, 1979, amendments to the Original Deed Restrictions were filed for record and recorded under Harris County Clerk's File Number G284606, at Film Code Number 141-95-1015, et. seq. of the Deed Records of said County; and

WHEREAS, on the 18th day of March, 2003, amendments to the Original Deed Restrictions were filed for record and recorded under Harris County Clerk's File Number W509765, of the Deed Records of said County; and

WHEREAS, on the 27th day of, December, 2004, amendments to the Original Deed Restrictions were filed for record and recorded under Harris County Clerk's File Number Y150331, at Film Code Number 597-65-2082 of the Deed Records of said County; and

WHEREAS, Section 28 of the Amended 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 Amended 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 a majority of the owners of the lots in the Subdivision to amend and restate the Original and Amended Deed Restrictions as set forth below;

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NOW THEREFORE, the undersigned, being the President of the Meyerland Community Improvement Association, a Texas non-profit corporation, does hereby certify that a majority of the owners of the lots in 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 Amended 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 and used principally for storage of personal non-commercial property.
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 Association.
4. Building: Any 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 Dwelling.
5. Building Line: Boundary upon which neither a Building nor a Structure 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 or Garage, or free standing, which is not a Garage and can be used as a shelter for a motor vehicle.
7. Driveways: Surface used by vehicles to access garage and/or Lot.
8. Dwelling: Any Building used or which can be used as a residence by one or more persons or used 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 in front of which no Buildings and/or Structures, or any part thereof may be placed, other than those allowed by the plat, City of Houston, Deed Restrictions, MCIA or RCC.

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 Dwelling is fronted.
12. Garages: Any Structure with at least three (3) walls and used, or which can be used, as a shelter for a motor vehicle.
13. Interior Lot Line: Any boundary line of a Lot (as shown on the Plat), other than those boundary lines adjacent to a street.
14. Lot: Shall mean and refer to any numbered lot or plot of land as shown on the Plat.
15. 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.
16. Lot Line: Any boundary line of a Lot (as shown on the Plat).
17. Maintenance Fee(s): The annual maintenance fee set forth in Article 6, Section 6.2 hereof.
18. 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.
19. MCIA: Meyerland Community Improvement Association, a Texas non-profit corporation.
20. Meyerland: Includes Meyerland, Sections 1 through 10.
21. Original Deed Restrictions: As used herein and where appropriate shall include first Deed Restrictions on record, as well as any Amendments to said Deed Restrictions.
22. Permeable, Non-Permeable, Impervious: Defined per the City of Houston Code of Ordinances or appropriate governmental agency, and if not so, may be defined by the RCC.
23. Plat: The plat of the Subdivision filed for record in the office of the County Clerk of Harris County, Texas, on the 29th day of July, 1954, under File No. 1293699 Vol. 2832 Pg. 560.
24. Porte Cochere: Any Structure used or which can be used as a shelter for persons getting into or out of a motor vehicle.
25. Resident: Any person, other than the Lot Owner, who has a right to reside at any Lot in the subdivision.

26. Review and Control Committee (RCC): The Review and Control Committee set forth in Article 3 hereof.
27. Secondary Quarters: Any Building or part of a building used or which can be used as a residence and/or sleeping area by one or more persons, including but not limited to accessory living quarters, guest quarters, servant's quarters, in-law quarters, private sleeping quarters, with or without a private entrances.
28. Side Street Lot Line: Any boundary line of a Lot (as shown on the Plat) adjacent to a street and which is not a Front Lot Line.
29. 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, Breezeways, decks, patios, Driveways, sidewalks, walkways and Erosion Control Devices.
30. 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.
31. Single Family Dwelling: A Dwelling, as defined above, for a Single Family, as defined above.
32. Subdivision: That 60.5 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 One (1).

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.

Section 2.2 - Structure:

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

-one (only) detached Single Family Dwelling not to exceed two and one-half stories in height, nor be of more than thirty-eight (38) feet from grade level at point of foundation. All measurements shall be to highest point of highest roof, excluding any chimneys. The Board of Directors may pass a policy that modifies maximum height and/or method of measurement, so long as said policy shall never set a maximum height that is less than above stated thirty-eight (38) feet as measured, using above stated method,

-one (only) private garage with not more than three openings via which cars may pass, nor more than thirty cumulative linear feet of garage doors,

-one (only) Carport,

-one (only) Porte Cochere,

-one (only) bona fide Secondary Quarters, attached to either the Single Family Dwelling or Garage,

-one (only) Accessory Building, 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.

In no event is this provision to be interpreted to mean that any Building(s) and/or Structure(s) in addition to those listed herein in Article 2 will be allowed to be erected, located, or placed on any Lot within the Subdivision.

ARTICLE 3 REVIEW AND CONTROL COMMITTEE

Section 3.1 Creation of/Empowering of Meyerland Review and Control Committee:

After the recordation of these Deed Restrictions in the Official Public Records of Harris County, Texas, and as soon as is reasonable, as decided by the Board, a vote by the Board shall be had/held in order to create/select and empower the Review and Control Committee ("RCC") . Until such a Board vote for a new or replacement RCC, the Officers of the MCIA Board may, at their sole discretion, appoint, by majority vote of said Officers, a temporary RCC.

The RCC shall act under the discretion, oversight and control of Board and shall be a standing MCIA committee, or any other entity that the Board deems appropriate, including, but not limited to, outside services.

The name "RCC" as used herein, may be changed at any time to that of another name by majority vote of the Board; however, any such change shall only apply to the name and shall in no other way be interpreted as to change or affect any portion of these Amended Deed Restrictions other than the name used to describe the RCC.

Section 3.2 Authority of the RCC:

Members of the RCC serve at the pleasure of the Board. The authority of the RCC may at any time be reduced or terminated by the Board. Further, the RCC may have its membership changed or may have its powers and/or duties changed or restored by and/or through a majority vote of the Board. No entity other than the Board, approved by the Board, and/or RCC as described herein shall have any review or approval authority as pertaining to approval or disapproval of construction and/or modifications to Lots and/or Structures on any Lot.

Section 3.3 RCC Membership:

Appointment of the RCC members shall be by majority vote of Board unless temporary in nature as further described in this Article.

The membership of the RCC shall be the members of the Board or its appointees. Appointees may include, but are not limited to Lot Owner(s) within the various sections of Meyerland, and/or non-Lot Owner(s), whether compensated or not, who hold a degree of specialty, as defined by the Board, for required duties.

Any Lot Owner may apply for an open position or future position on the RCC by filing an application with the MCIA. Any such application shall have no binding effect on the Board. Procedures for such an application shall be determined by the Board.

At any time, with or without notice, and/or with or without cause, any RCC member may be removed or terminated from the RCC, for any reason, by a majority vote of the Board. Membership in any RCC is at the sole discretion of the Board.

In the event of death, incapacity, resignation or termination, for any reason, 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 3.4 Compensation:

Neither the members of any RCC, nor any designated representative, shall be entitled to any compensation for services performed pursuant to this covenant, unless said compensation is necessary to secure outside services, as defined by the Board.

Section 3.5 Powers of the RCC:

The RCC shall have the authority and responsibility, as granted or modified by the Board, other than as granted via 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, modification, alteration and/or relocation, of any and all Structures, including but not limited to Buildings, on all Lots in the Subdivision, as well as any improvements made to or on any Lots. The Board shall have the right to specify a limited number of acceptable exterior materials,

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colors, and/or finishes that may be used in the construction, alteration, maintenance or repair of any Structure. Where not otherwise specified herein, the Board also shall have the right to specify requirements for each lot, as follows: 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.

The RCC shall have full power and authority, as granted or modified by the Board, to reject, deny, or approve any construction plans, specifications, and/or requests for approval for improvements or modifications, except when an appeal is made to and ruled on by the Board in accordance with this Article, which do not comply with the restrictions herein imposed; fail to meet the Board's minimum construction or architectural design requirements and/or that are not compatible with the overall character and aesthetics of the Subdivision. Completion of any Structure or an alteration of, or addition to, any Structure or Lot, or the start of such work, prior to RCC approval shall not constitute a defense to any suit for enforcement of these restrictions and 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. The Board shall have no 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.

Right To Inspect:

Any member of the Board, their appointees, or the RCC, and their representatives 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 by reason of such entry. In the event the RCC and/or the Board shall determine that such plans, specifications, or modifications have not been approved or are not being complied with, 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, or approvals for work/modifications. 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 owner.

Variance:

The Board may authorize variances from compliance with the provisions of Article 4 of these Deed Restrictions when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate. No variance so granted shall stop the Board from denying a variance in other circumstances, even if similar.

Section 3.6 Change and Control:

No Structure including, but not limited to, any Building, Dwelling, Garage, Carport, Porte Cochere, Secondary Quarters, Accessory Building, Driveway, sidewalk, landscaping, fence, Erosion Control Device, walk, pool, fountain, or statuary shall be commenced, erected, placed or maintained in the Subdivision, nor shall any exterior addition to, improvement of, or alteration thereto and/or to a Lot be made, unless and until, a copy of the construction plans, specifications, requests for approval and other documents therefore, together with a site plan showing the location and

orientation of all Structures (both existing Structures, if any, and the Structures covered by the plans and specifications) with reference to property lines, building lines, setback lines, and easements have been submitted to the RCC and approved in writing by the RCC, unless otherwise allowed by these Deed Restrictions, or MCIA Policy.

The construction plans, specifications, and requests for approval together with such information as the RCC may deem pertinent, shall specify, in such form as the RCC may require, 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 Board may charge a fee for any application submitted to the RCC for review, and shall establish policy and fee schedules regarding such charges.

Upon request of party submitting plans, specifications, a request for approval, or any other documents, the RCC shall provide said party a written receipt stating both the date received and a general description of the documents.

Section 3.7 Approval/Denial:

The approval, denial, or similar decision by the RCC as required in these Deed Restrictions shall be in writing. Written approval, denial, or similar decision must be signed by the RCC Chairperson or designee and mailed or delivered to the applicant's last known address. In case of denial, 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 would approve for the subject Lot.

If a Lot Owner who has submitted all necessary plans and documents for approval, and has a valid receipt acknowledged by approved RCC designee, 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, and the proposed improvements/changes meet or exceed all Deed Restrictions, and MCIA/RCC Policies, the plans and documents shall be considered approved.

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 six (6) months of the approval of such plans, specifications and requests for approval (e.g., clearing and grading, pouring of footings, etc.) or unless such plans, specifications, or requests for approval are altered or changed.

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 MCIA/RCC Policy, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

The method for submittal of plans, specifications, approval requests, and other documents, as well as the method of RCC delivery of acknowledgement, approval, and/or denial of said, may be modified by MCIA Policy.

No Waiver of Future Approvals:

The approval by the RCC, or the Board 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.

Section 3.8 Disclaimer:

The RCC, the Board, 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 constructed 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, the MCIA, or any member thereof, for damages that any Lot Owner may sustain. Each Lot Owner shall, in each instance, be responsible for the safety and quality of the improvement constructed or erected by, or for, said Lot Owner. It is understood that the standards imposed by these Deed Restrictions, the Board, MCIA, and RCC are in all cases minimum standards.

Section 3.9 Errors and Omissions:

Any error, or defects in, or omissions from the construction plans, specifications, requests for approval, documents, or the site plan submitted to the RCC, shall be the responsibility of the Lot Owner to which the improvements relate, and neither the RCC, the Board 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 3.10 Appeals:

If a Lot Owner who has properly submitted plans, specifications, or requests for approval, and has a proper receipt acknowledged by a RCC designee who received above documents, has had said documents rejected, or denied by the RCC, then said 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, or rejection. Whether an appeal will be heard will be at the sole discretion of the Board. 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, shall be deemed as the appeal being denied and any and all decisions by the RCC that said appeal is based on shall stand.

**ARTICLE 4
ARCHITECTURAL RESTRICTIONS**

Section 4.1 Lot Area and Width:

No Structure shall be erected or placed on any Lot having a width of less than 65 ft. at the

front building line shown on the Plat, nor shall any Structure be erected or placed on any Lot having an area of less than 8000 square ft. All Lots platted or re-platted hereinafter shall be of at least 8,000 sq. ft. and have a minimum width of 65 ft. at the front building line.

Section 4.2 Easements:

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

Section 4.3 Maintenance of Property:

All Structures on Lots located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees, shall be cut and removed from any Lot at the expense of the Owner. Any and all governmental codes and/or regulations must be followed by the Owner and Resident of the Lot.

In the event any Owner of any Lot fails to maintain the Lot and the 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. 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. The cost of all work performed shall be the personal obligation of the Lot Owner on which it was performed and shall become a part of the assessment payable by said Owner and secured by the lien herein retained. Alternatively, the 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.

Section 4.4 Dwelling Size:

The ground floor area of the Dwelling, excluding any one story open porches and Garage, shall not be less than 1300 square feet for a one-story Dwelling, nor less than 900 square feet for a Dwelling of more than one story. Dwelling shall not exceed two and one-half stories in height, nor be of more than thirty-eight (38) feet from grade level at point of foundation. All measurements shall be to highest point of highest roof, excluding any chimneys. The Board of Directors may pass a policy that modifies maximum height and/or method of measurement, so long as said policy shall never set a maximum height that is less than above stated thirty-eight (38) feet as measured, using the above stated method of measurement.

Section 4.5 Structure Location:

No Structure, except (i) erosion control devices, (ii) sidewalks, (iii) walkways, (iv) driveways, (v) stairs or steps for sidewalks, and (vi) other exceptions as may be allowed by Board policy, shall be located on any Lot nearer to the Front Lot Line than the Building Line as shown on the Plat.

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No Structure, except (i) erosion control devices, (ii) sidewalks, (iii) walkways, (iv) driveways, (v) stairs or steps for sidewalks, (vi) fences, and (vii) other exceptions as may be allowed by Board policy, shall be located on any Lot nearer to the Side Street Lot Line than the Building Line as shown on the Plat.

No Structure shall be located nearer than five (5) feet to any side Interior Lot Line except (i) as allowed in Section 4.17 Fences/Walls, (ii) as may be allowed by Board policy, (iii) sidewalks/walkways may be as close as three (3) feet to side Interior Lot Line, but only from six (6) feet forward of Front Building Setback Line and extending toward the rear of the Lot, (iv) a driveway which extends seventy-five (75) feet or more back from the Front Lot Line may be as close as three (3) feet to the side Interior Lot Line from the point of the Front Building Setback Line and extending toward rear of the Lot, or (v) that a Garage or Accessory Building (as permitted under Article 2 of these Restrictions and which is located seventy-five (75) feet or more from the Front Lot Line) may be a minimum distance of 3 feet from an Interior side Lot Line and rear Lot Line, as shown on the Plat, so long as it does not violate any easement. Any and all new, remodeled, and existing Garages may face and/or open in any direction or orientation.

No Building other than a Garage or Accessory Building may be closer than ten (10) feet to the rear Lot Line. For the purpose of this covenant, (a) eaves that extend no more than 3 feet from any Building, Carport or Porte Cochere or one (1) foot from any other Structure, and (b) unroofed terraces, 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.

No Structure or Building, including but not limited to a Garage and/or an Accessory Building (except as allowed in Section 4.17 Fences/Walls), even of a temporary nature, may be placed in an easement.

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 have not been approved by the RCC.

Section 4.6 Removal of Structure:

Any Structure may be removed from any Lot without prior approval by the RCC, provided the Lot Owner provides written notice to the RCC of the type of work, scope of work and intended beginning and end date of work. Said notice must be received by and acknowledged by the RCC a minimum of seven (7) days prior to the commencement of any removal/alteration work and Lot Owner must have RCC receipt stating such. This right of removal may be modified by the Board and set forth in a MCIA policy.

Section 4.7 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 RCC. 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

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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, building codes, and RCC standards for roof construction, may be commenced without prior written approval of the RCC. Within ten (10) days of completion of such a repair, written notice shall be provided to the RCC of the completion of a roof repair without prior plan approval. If the completed repair is found to be in noncompliance with the then-existing Deed Restrictions and RCC standards for roof construction, a notice to that effect shall be sent by the RCC and all legal and equitable remedies for non-compliance with these Deed Restrictions 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 MCIA Policy.

Section 4.8 Temporary Structures:

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.

Section 4.9 Signs:

No signs of any kind shall be displayed to the public view on any Lot EXCEPT:

Sale/Rent - one unlighted sign of not more than 6 square feet advertising the property for sale, rent or lease; and/or, if applicable,

Contractor - one unlighted contractor company sign of not more than 5 square feet only while construction is in progress; and/or

Security - one unlighted security sign, two if on a corner Lot, of not more than 2 square feet in size located not more than 2 feet above ground and positioned within a planting or landscape bed not more than 4 feet from the Dwelling, or in the event no such bed exists, the sign shall not be more than 1 foot from the Dwelling; and/or

Children's - unlighted school and/or sports signs as allowed by MCIA policy adopted by the Board; and/or

Political signs - one unlighted sign per candidate and ballot item of not larger than 4 ft. by 6 ft. may be placed on a Lot no sooner than 90 days prior to election and removed 10 days after election, including a runoff election; and/or

Miscellaneous Signs - unlighted and approved via MCIA Policy adopted by the Board.

All signs listed above 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. 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. In addition, no sign of any kind is permitted which, 1) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (2) 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; (3) includes the painting of architectural surfaces; (4) threatens the public health or safety; (5) violates a law; (6) contains language, graphics, or any display that would be offensive to the ordinary person; or (7) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

The Board shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to remove any sign that is in violation of these Deed Restrictions. 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 their duties.

Section 4.10 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 4.11 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 ordinances as pertaining to registration inoculation, number and type of pets and leashing shall be adhered to.

Section 4.12 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 2 and 8 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within 10 feet from the intersection of 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 obstruction of sight lines.

Trees and shrubs shall be trimmed so as not to obstruct streets and/or sidewalks below a height of 8 feet, as measured from the top of nearest curb.

Section 4.13 Garbage and Refuse 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. Lawn, leaf and other such debris should be contained in bags according to the City of Houston Ordinance. Trash, garbage, 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 containers must be removed from sight by the time set out in the City of Houston Code or similar regulation, but in no circumstance later than 6 a.m. on the day immediately after

trash pickup day. In the case of "Tree Waste or Junk Waste" as defined by the City of Houston for monthly 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 "Tree Waste or Junk Waste", or similar type schedule, pick-up must be removed within twenty-four (24) hours after the end of city pickup day

Section 4.14 Land Near Parks and Watercourses:

No Building shall be placed on nor any material or refuse be placed or stored on any Lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water source is not altered or blocked by such fill.

Section 4.15 Automobiles, Vehicles, Boats, Mobile Homes, Motor Homes, RVs, Trailers, and Other:

The term vehicle as used herein shall include, but not be limited to automobiles, motorcycles, mopeds, scooters, recreational vehicles, motor homes, boats, storage/moving containers, commercial vehicles, trailers, and/or other similar trailers, including but not limited to utility trailers, boat trailers and camping trailers.

No automobile or 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 unserviceable condition for more than 72 consecutive or 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, storage/moving containers, commercial vehicles, trailers, and/or other similar vehicle or device, including but not limited to utility trailers, boat trailers and camping trailers, 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 48 daylight hours within a thirty (30) day period. Beyond the above referenced time limits, the aforementioned vehicle(s) may be stored in a Garage, but may not be visible from the street or adjoining Lot, whether covered or not.

No vehicle shall remain elevated on jacks, ramps, stands, or other such devices for more than 72 consecutive or nonconsecutive hours within a thirty (30) day period.

Under no circumstances shall vehicles be parked on the grass in public view.

Section 4.16 Sidewalks:

Concrete sidewalks shall be constructed continuously along all front and side streets adjacent to all Lots. The sidewalk shall be installed as a part of the improvements placed upon the Lots, and shall be located between the Lot lines and the curb lines. The exact locations, grades, specifications, and maintenance of the sidewalks shall be as required by the City of Houston. If for any reason, the sidewalk is totally or substantially removed by a Lot Owner, a replacement sidewalk must be installed within six (6) months from said removal.

Section 4.17 Fences and Walls:

All fences, walls and other structures listed in this section, shall be approved by the RCC or Board prior to work or installation, unless MCIA Policy allows otherwise.

Fences/walls shall be a maximum of eight (8) feet in height, or as further specified or limited in this Section 4.17. Should City of Houston Code or similar regulation specify a lesser maximum height, said Code/regulation shall at all times be followed. Fences and walls may extend to the Interior Lot Line, but shall not be forward of the front Building Line, nor extend forward of the forward most portion of the forward most Building.

On corner Lots, fences/walls 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 (4) feet from the inside portion of any public sidewalk.

Fences/walls are to be constructed of wood, masonry material, and/or decorative metal, as defined and approved by the RCC. No NEW wire or chain-link (METAL MESH) fences that are visible to adjacent street(s) will be allowed or permitted.

Fence and/or wall material visible from the front street may be disallowed by the Board or RCC for purely aesthetic reasons, even if a similar structure already exists or is allowed in similar circumstances, so long as decision is not arbitrary or capricious.

Construction of masonry and other solid wall like structures over twenty (20) inches in height and which extend outside the Building Line shall not be allowed or permitted if said Structure is facing the Front Lot Line and closer than seventy-five (75) feet from the Front Lot Line, except in the case of RCC approved Erosion Control Devices, and/or fence posts of no more than twenty-four (24) inches square or twenty-four (24) inches in diameter. Said fence posts shall not be closer than eight (8) feet on-center, except where necessary for either a gate or due to limited space; necessity of which shall be determined by RCC.

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, and/or appropriate governmental agency, shall not be violated.

Section 4.18 Erosion Control Devices:

Erosion Control Devices are allowed, so long as said Erosion Control Devices are no higher than twenty (20) inches, of suitable location, of suitable engineering, of suitable material, of suitable esthetics (as decided by the RCC). Device must be necessary to prevent substantial erosion and shall not be allowed for purely aesthetic reasons, as decided by the RCC. Said devices must be approved by RCC. Height variances may be granted, but only in extreme circumstances and which are not fundamentally based on aesthetic reasons, as decided by the Board.

Section 4.19 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. No 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, unless other locations are allowed via MCIA Policy adopted by the Board, and are to be no greater than 4" in diameter, of a reasonable height, and of reasonable material, as specified by the RCC.

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In addition to above restrictions, no air conditioning units, heating units, generating equipment, or similar devices, which are installed during or after construction of a "new" residence, as defined by the RCC, shall be visible from any street or ground level of any adjoining Lot.

Section 4.20 Exterior Lights:

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

Section 4.21 Storage and Accessory Sheds:

Accessory Buildings used as storage sheds will be permitted only on Lots having opaque fences; and no portion of such Structure may be higher than the fence, unless the view of such Accessory Building is screened, with material approved by RCC, from the street and adjacent Lots. The Board may adopt a policy that removes or reinstates requirement of RCC approval for Accessory Buildings of a certain size, however regardless of any policy, notice by Lot Owner must be given to the RCC at least ten (10) days prior to installation. 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.

Section 4.22 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/Carport shall exceed two (2) stories. The materials and design of all Garages/Carports 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) openings via which cars may pass and the total maximum allowable linear feet of all Garage or similar type doors shall not exceed thirty (30) cumulative linear feet. Any and all new, remodeled, and/or existing Garages may face and/or open in any direction or orientation, regardless of location of garage, even if in contact with front set back/building lines. Garages may abut front building lines.

Section 4.23 Carports:

No Carport shall be built or erected unless said Carport is of suitable material, construction, and location so as to match the aesthetics of the dwelling and Meyerland. Any and all determinations of such will be at the sole discretion of the RCC. Carports shall not violate Structure setbacks.

Section 4.24 Hedges:

Ornamental hedges and/or similar view screening vegetation, placed or extending six (6) feet 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 (3) feet from any public sidewalk. Hedge and vegetation restrictions stated above do not apply to plantings established prior to this document; 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, and/or appropriate governmental

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agency, shall not be violated.

Section 4.25 Circular Driveways:

Circular Driveways shall be allowed on all Lots, provided they are in accordance with City of Houston Code of Ordinances.

Section 4.26 Exterior Color 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 said structure 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. 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/defend that RCC approval was not required, including, but not limited to the colors of the paint/stain used and painted/stained over. In all circumstances the burden of proof shall be on the Lot Owner. Neither the MCIA, or RCC, nor any of their agents, shall have any liability as to any decision made by the MCIA, RCC, or their agents, as to the appropriateness of paint color/stain color. This Section 4.26 may be modified via MCIA Policy. The term paint as used herein, shall include, but is not limited to stains and other coloring/tinting materials/products.

Section 4.27 Joining Lots:

Any two, but only two, adjoining Lots may be re-platted into one 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 Lots are re-platted into one Lot, the financial commitment to the MCIA, by any 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 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 Lot in regards to, but not limited to, voting rights, and building restrictions/requirements placed upon said property by the MCIA Board, RCC, and the Deed Restrictions. Once two Lots have been re-plated/combined/joined into one 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 Lots, but only two Lots, provided each Lot individually shall be of at least 8,000 sq. ft. and 65 ft. wide at the front building line, and not be in violation of any current, as of time of division, Deed Restriction, or MCIA/RCC Policy.

Section 4.28 Non-Permeable Coverage:

Allowable Non-Permeable Lot coverage per Lot shall be the lessor of either sixty percent (60%), or that allowed by the City of Houston, or appropriate governmental agency. The permeability of a surface or material will be as stated by the City of Houston, or appropriate governmental agency. However, should the City of Houston or appropriate governmental agency not provide such information, guidelines, or decision on permeability; then such a determination may be made by the Board. Any such determination by the 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 or the MCIA have any liability as to any such determination.

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Section 4.29 City Ordinances:

No Lot Owner or person residing on a Lot in the Subdivision shall commit, or continue to permit any violation of the animal control, health, safety and/or welfare ordinances of the City of Houston or if applicable, health ordinances, laws or regulations.

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 the residents of nearby Lots. No Lot Owner shall permit or continue to permit the erections, placement or existence upon the Lot Owner's Lot of any condition which endangers the health of any neighboring owner or residence, nor which disturbs the reasonable enjoyment of any neighboring property by its owner or resident.

**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 for the Subdivision as provided for in these Restrictions, the Articles of Incorporation of MCIA, and/or the Bylaws of MCIA, and shall have all the powers set forth in Texas Property Code 215.005. 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, and 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.

Section 5.2 Membership in 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 Dwelling on the Lot owned by the Member.

Section 5.3 Voting of Members:

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

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among themselves determine.

Section 5.4 Board Actions in Good Faith:

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

Section 5.5 Indemnification of Officers and Directors:

The MCIA shall indemnify each Officer and Director of the MCIA 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 Directors.

**ARTICLE 6
MCIA ASSESSMENTS AND FEES**

Section 6.1 Obligation for Assessments and Fees:

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

- (a) Annual maintenance fees;
- (b) Assessments for courtesy patrol services; and
- (c) Special Assessments.

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

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 maintenance fee, interest, fines, attorney fees and other assessments hereunder is established in this Deed. The obligation to pay the annual maintenance fee rests, and will continue to rest, on each person who owns a Lot in the Subdivision. The annual maintenance fee is due and payable to the MCIA on January 1st of each year. This fee, if not paid by February 1st of that year is delinquent. Each Lot Owner, by acceptance of a deed, is deemed to covenant and agree to pay these fees.

The amount of the annual maintenance fee 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 maintenance fee charges be raised above 8 mils per square foot of Lot area unless the cost of living as measured by the United States Department of Labor, Bureau of Labor and Statistics, or equivalent, hereinafter referred to as "Index" increases over the index value for the year 1979, in which case the annual maintenance fee may be increased at the same rate as the increase in said Index. Reasonable attorney's fees incurred by the MCIA for the collection of delinquent annual

maintenance charges together with interest at the rate of ten percent (10%) per annum on such fees shall be the responsibility of the respective Lot Owner and shall be a charge on the land and continuing lien upon the Lot.

The MCIA shall apply the total fund arising from such annual maintenance fees, assessments, 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 MCIA, 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 owners or residents of the Subdivision and other sections of Meyerland, it being understood that the judgment of the MCIA 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 Courtesy 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 courtesy 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 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 STAFF 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.

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

Section 7.1 Amendment Process:

These Deed Restrictions may 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. For the purpose of this Article 7, it shall be presumed that the 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 vote. When more than one

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person or entity holds as ownership interest in any Lot, the vote for such Lot shall be exercised as the owners thereof determine. Any Lot owner's acknowledged signature of a written agreement amending and changing these restrictions and covenants shall be made with the knowledge, consent, and authority of at least a majority of the co-owners, if any, of such Lot. In the event at least one but less than all owners of a Lot sign a written agreement amending and changing these restrictions and covenants, the knowledge, consent, and authority of a majority of the co-owners of a Lot will be presumed.

An amendment or change to these 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, 2024 after which date said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument providing changes to said restrictions and covenants has been signed by the then 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 modify, change and take precedence over the Original Deed Restrictions and any previously recorded amendments, and shall extend, continue, and preserve any lien previously created or existing which secured or secures annual maintenance fees or Courtesy Patrol Assessments assessed or to be assessed under the Original Deed Restrictions referred to hereinabove, and all interest, fines, attorney fees and other assessments 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 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.

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 or enjoin any such violation or attempted violation 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 Amended and Restated Deed Restrictions, or if agreed to by all parties.

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 and any previously recorded amendments, such improvement shall be deemed to be in compliance with 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 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.

ER 055 - 59 - 0347



EXECUTION AND NOTORIZATION

IN WITNESS WHEREOF, the President and Secretary of the MCIA hereby execute this instrument evidencing (a) the MCIA's approval of this instrument, and (b) that the signatures reflected in Exhibit "A" attached hereto and incorporated herein represent the approval to amend and restate the Original Deed Restrictions by at least a majority of the Lot Owners in accordance with Section 28 of the Amended Original Deed Restrictions, to be effective upon its filing of record in the Official Public Records of Real Property of Harris County, Texas.

DATED this 2nd day of April, 2014.

MEYERLAND COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation

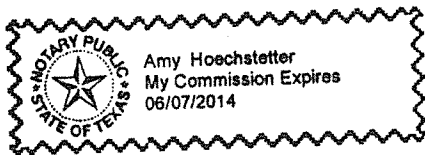
10R

By: [Signature: James M. Walters], President

By: [Signature: Michael P. Jones], Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

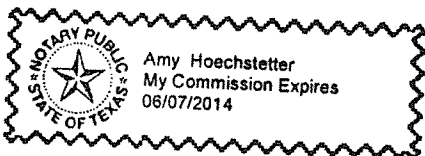
This instrument was acknowledged before me on the 2nd day of April, 2014, by Jim Walters, the President of Meyerland Community Improvement Association, a Texas non-profit corporation on behalf of said corporation.



[Signature: Amy Hoechstetter]
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of April, 2014, by Michael Jones, Secretary of Meyerland Community Improvement Association, a Texas non-profit corporation, on behalf of said corporation.



[Signature: Amy Hoechstetter]
NOTARY PUBLIC - STATE OF TEXAS

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ER 055 - 59 - 0430

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Pages 109
04/08/2014 11:39:02 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 444.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS