

**AMENDMENT OF DEED RESTRICTIONS  
FOR UNIVERSITY OAKS ADDITION**

This Amendment of Deed Restrictions for University Oaks Addition ("**Amendment**") is approved by the requisite number of Owners of lots in University Oaks Addition based on the factual recitals and agreements below. All capitalized terms shall have the meaning set forth in the Restrictions (defined below).

**Recitals**

1. University Oaks Addition ("**Addition**") was established by the map or plat recorded in Volume 15, Page 55 of the Map Records of Harris County, Texas ("**Plat**") which establishes a subdivision of residential lots between Wheeler Street and North McGregor Drive in Houston, Harris County, Texas.

2. The Addition is subject to Deed Restrictions established by Petition Adding to and Modifying Restrictions for University Oaks, a Subdivision in Harris County, Texas, pursuant to Texas Property Code, Section 204.005 recorded August 15, 1997, under Clerk's File No. S594990 of the Official Public Records of Real Property of Harris County, Texas ("**Restrictions**"). The Restrictions provide in Section 10.2 that they may be amended at any time by an instrument signed by the Owners of seventy-five percent (75%) of the Lots.

3. University Oaks Civic Club, Inc. (the "**Association**") is a Property Owners Association as that term is defined in TEX. LOC. GOV'T CODE Chapter 204.

4. The Association has approved this Amendment and recommended it for approval by the Owners.

5. The Owners desire to amend the Restrictions to establish additional development regulations necessary to appropriately address new construction in the Addition.

**Amendments**

The undersigned Owners execute this Amendment to amend the Restrictions as follows:

1. ARTICLE I "DEFINITIONS" is modified by adding the following new definitions:

"Open Space" means the area of a Lot on which no Structure is located with the exception of paving or decking not exceeding six (6) inches from finished grade.

"Pervious Area" means the area of a Lot which is not improved with any permanent Structure and only contains natural soil or landscaped area into which water may be absorbed.

"Natural Grade" means the average ground level prior to construction within 10 feet of the base of the foundation of a Residence or other structure. If the Natural Grade is not uniform, appears to have been unnaturally altered or has been significantly built up by landscaping from the ground level otherwise established on a Lot, then the Association shall determine the Natural Grade based on a reasonable assessment of the ground level of the Lot within 10 feet of the Residence or structure in question so that the height measurement of the Residence or structure in question is appropriate for the purpose of the Restrictions. The Association may require an Owner to have the height measured by a licensed surveyor and certified to the Owner and Association as being determined to be in compliance with the Restrictions.

"Lot Line" means the exterior boundary line of a Lot, either with another Lot or with the right-of-way line of a street. Front Lot Line means a Lot Line which is the Lot boundary line with the publicly dedicated street and which has the shortest boundary with the Lot. Rear Lot Line means the Lot Line opposite the Front Lot Line. Side Lot Line means a Lot Line between one Lot and another Lot which runs between the Front Lot Line and the Rear Lot Line. A Side Street Line is a type of Lot Line. If the classification of Lot Lines is unclear, the Architectural Committee shall designate the Lot Lines.

"Side Street Line" means a Lot Line which is the Lot boundary line with the publicly dedicated street and which has the longest boundary with the Lot.

2. ARTICLE II "USE RESTRICTIONS" is modified as follows:

SECTION 2.2 'SINGLE FAMILY RESIDENTIAL USE' is modified by:

replacing the first paragraph with the following:

"Only single family residential purposes are permitted uses in the Subdivision, except that duplex buildings designed to accommodate not more than two (2) families may be constructed and used upon Lots 20-27 of Block 9 of the Subdivision."

and by adding the following at the end of the last sentence of the second paragraph:

“, unless the single housekeeping unit is composed of two (2) students, in which event there may be not more than those two (2) students in occupancy of a Lot or such occupancy is a violation of the single family residential use requirement.”

SECTION 2.7 'NUISANCES' is modified by replacing the time “7:00 a.m.” throughout with the time “8:00 a.m.”

The following new section is added at the end of ARTICLE II:

"SECTION 2.14 'STORAGE OF BUILDING MATERIALS': Building materials may not be placed on a Lot sooner than thirty (30) days before commencement of construction. All building materials must be placed within the Lot Lines (not in the street right-of-way). All construction must be diligently pursued and completed not later than nine (9) months after commencement, unless a variance has been granted by the Architectural Committee."

3. ARTICLE III "TYPES OF CONSTRUCTION AND MATERIALS" is modified as follows:

The following new section is added at the end of ARTICLE III:

"SECTION 3.9 'DRAINAGE': When a new Residence or Residential Dwelling is constructed on a Lot, the Lot and the new construction shall comply with the following drainage requirements:

- a. all storm water shall drain to the street;
- b. natural drainage flow from other Lots onto and across the Lot must be maintained and properly managed so not to backup storm water on other Lots;
- c. new fill should be minimized with the new fill not exceeding the amount necessary to meet governmental requirements for minimum slab elevation, plus six (6) inches, except for landscaped areas within ten (10) feet of the slab of the new Residence or Residential Dwelling; and
- d. the rules regarding drainage adopted by the Architecture Committee.

A drainage plan must be included with the building plans submitted to the Architecture Committee pursuant to Section 5.2 and must be approved by the Architecture Committee. No approval by the Architecture Committee is any representation that the Lot will not flood or that other Lots will not be affected by the new construction, but is only an indication that the review process of the Architecture Committee is satisfied."

4. ARTICLE IV "LOT SIZE AND LOCATION OF RESIDENCES" is modified as follows:

SECTION 4.2 "SIZE OF RESIDENCES" is modified by:

replacing the second sentence with the following:

"No Residence, Residential Dwelling, Improvement or structure (including, but not limited to a duplex) may exceed two (2) stories plus an enclosed attic within the roof structure."

and by adding the following at the end:

"An enclosed attic may not exceed in enclosed air conditioned square footage 60% of the enclosed square footage of the floor beneath it; however, all of the attic may be floored and used as un-air conditioned storage space. At least 65% of any Lot must be Open Space. At least 70% of the area of a Lot between the Front Street Line and the front setback line must be Pervious Area. No Residence, Residential Dwelling, Improvement or other structure may exceed thirty three (33) feet in height from Natural Grade, provided that a chimney may exceed this height by six (6) feet."

SECTION 4.3 "LOCATION OF RESIDENCES" is modified by replacing the second sentence with the following:

"No Residence, Residential Dwelling, Improvement or other structure may be located closer than (i) thirty (30) feet to the Front Lot Line of a Lot, except along North McGregor Drive, where forty (40) feet shall apply, nor (ii) five (5) feet from a Side Lot Line, except that a detached garage which is seventy-five (75) feet or more from the Front Lot Line must be a minimum of three (3) feet from a Side Lot Line. Any garage door facing the Front Lot Line must be at least ten (10) feet behind the front façade of the Residence, Residential Dwelling, Improvement or other structure on a Lot."

5. ARTICLE V "ARCHITECTURAL CONTROL" is modified as follows:

SECTION 5.6 "VARIANCES" is modified by replacing the words "Architectural Committee" with "Board" throughout.

6. ARTICLE VII "ANNUAL MAINTENANCE FEE AND SPECIAL ASSESSMENTS" is modified by adding the following new section:

"SECTION 7.6 'SUBORDINATION OF LIEN': The lien securing the Assessments is automatically subordinated to the lien of any first mortgage encumbering a Residence. In the event of foreclosure of a first mortgage, Assessments due prior to the date of such foreclosure shall not be a lien against the Residence, but will continue to be a binding obligation of the prior Owner. After foreclosure, the purchaser of the Residence at the foreclosure sale, and all subsequent Owners, are subject to the obligation in the Restrictions for payment of Assessments."

7. The undersigned ratify the Restrictions as being valid and enforceable against them and the Addition.

8. Each Owner signing this Amendment represents that they are (i) the record owner of fee simple title to the Lot shown by their signature; (ii) executing this Amendment for the

purpose of amending the Restrictions; and (iii) authorizing the recording of this Amendment by the acknowledged signature of any officer of the Civic Club.

9. Any Residence, Residential Dwelling, Duplex, Improvement or other structure existing on a Lot as of the date of the recording of this Amendment that was in compliance with the Restrictions may continue in existence as a pre-existing, non-confirming use, provide that if the entire Structure is damaged to the extent that reconstruction will cost greater than 50% of the replacement cost of the entire structure, then the reconstruction thereof shall be in conformance with this Amendment.

10. This Amendment may be executed in multiple originals and each signatory authorizes the Board to create a master original for recording by detaching signature pages and attaching them to a master original.

11. This Amendment is valid when executed by the Owners of at least seventy-five percent (75%) of the Lots in the Addition and recorded in the Official Public Records of Real Property of Harris County, Texas.

[Signature Pages Follow]

SIGNATURE PAGE FOR  
AMENDMENT OF DEED RESTRICTIONS  
FOR UNIVERSITY OAKS ADDITION

The undersigned certify they own record title as Owners of the Lots described below. They received, read and understood the Amendment of Deed Restrictions for University Oaks Addition and execute this document to evidence their approval of the Amendment. This signature page is to be attached to a master copy of the Amendment for recording purposes.

OWNERS:

Lot(s) \_\_\_\_\_

Address: \_\_\_\_\_

OWNERS:

Lot(s) \_\_\_\_\_

Address: \_\_\_\_\_

OWNERS:

Lot(s) \_\_\_\_\_

Address: \_\_\_\_\_

**RECORDING ACKNOWLEDGEMENT**

This Recording Acknowledgement is attached to the Amendment to Deed Restrictions for University Oaks Addition and signed by \_\_\_\_\_, the President of University Oaks Civic Club, a Texas non-profit corporation, which is a property owners association with the powers established under Texas Property Code Chapter 204. This acknowledgement is attached to a master original of the Amendment for the purpose of representing that (i) the Amendment has been executed in accordance with the requirements for amendment of the Restrictions (specifically Section 10.2), (ii) the signatures to the Amendment constitute the Owners of at least seventy-five percent (75%) of Lots subject to the Restrictions (each Lot having one vote), and the signature of any one Owner of a Lot with multiple Owners is sufficient under Section 6.3 of the Restrictions to bind all Owners unless there is a conflicting vote (of which there were none); and (iii) upon recording of this Amendment, the Restrictions are duly amended and validly existing and enforceable against the Owners in the Addition.

University Oaks Civic Club

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, President of University Oaks Civic Club, a Texas non-profit corporation, on behalf of said non-profit corporation.

\_\_\_\_\_  
Notary Public

AFTER RECORDING  
RETURN TO:  
Wilson, Cribbs & Goren, P.C.  
Attn: Reid C. Wilson  
2500 Fannin  
Houston, Texas 77002  
(6343-2)