

PETITION ADDING TO AND MODIFYING RESTRICTIONS

for

UNIVERSITY OAKS, A SUBDIVISION IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS \*

\*

COUNTY OF HARRIS \*

WHEREAS, BEN TAUB and I. G. STRAUSS were the sole owners of that certain real property known as the UNIVERSITY OAKS ADDITION, a Harris County Subdivision (the "Subdivision"), according to the map or plat thereof initially filed of record in Volume 15, Page 55, of the Map Records of Harris County, Texas; and

WHEREAS, BEN TAUB and I. G. STRAUSS encumbered all of the property within the Subdivision with those covenants, conditions, and restrictions set forth in that certain instrument entitled "RESTRICTIONS" duly filed of record in Volume 1116, Page 20 of the Deed Records of Harris County, Texas (the "Prior Restrictions"), ratified by that certain instrument entitled "Ratification of Restrictions" duly filed of record in Volume 2216, Page 268 of the Deed Records of Harris County, Texas; and

WHEREAS, the Prior Restrictions were amended by that certain instrument entitled "Amendment to Restrictions" filed of record in Volume 1121, Page 441 of the Deed Records of Harris County, Texas; and

WHEREAS, the Prior Restrictions have also been properly extended, pursuant to the provisions of the Prior Restrictions, by those certain instruments respectively filed of record: (i) in Volume 6625, Page 275 inclusive through Volume 6626, Page 79 of the Deed Records of Harris County, Texas; (ii) under Film Code No. 147-93-1205 inclusive through 147-93-1523 of the Official Public Records of Real Property of Harris County, Texas; and (iii) under County Clerk's File M447010 inclusive through M447161, M53832 inclusive through M453844, and M458546 (the Prior Restrictions, as ratified, amended, and extended, still hereinafter referred to as the "Prior Restrictions"); and

WHEREAS, the Prior Restrictions do not contain a provision for additions to or modification of the Prior Restrictions; and

WHEREAS, Texas Property Code Section 204.005 provides that a property owners' association (as defined in the Texas Property Code, Section 204.004(a)), has the authority to approve and circulate a petition for the extension of, addition to, or modification of existing restrictions, which petition must be approved by the Owners of at least 75 percent of the real property of the Subdivision; and

WHEREAS, the University Oaks Civic Club (the "Civic Club") is a property owners' association whose members are all Owners of property in the Subdivision as required by the Texas Property Code, Section 204.004(a); and

WHEREAS, Texas Property Code Section 204.006 provides that existing restrictions applicable to a subdivision can be also amended by sixty (60) percent of the Owners in the Subdivision in order to modify the existing restrictions to create and operate a property owner's association; and

WHEREAS, a Petition Committed for the Subdivision as required by Texas Property Code Sections 204.006 and 201.005 has heretofore been created; and

WHEREAS, at least seventy-five percent (75%) of the Owners in the Subdivision wish to amend the Prior Restrictions as set forth below, which amendment for procedural purposes shall first incorporate the Civic Club into the restrictions applicable to the Subdivision and then amend the Prior Restrictions; and

WHEREAS, the Board of Directors of the Civic Club has approved the contents of this Petition and directed that it be circulated for approval by the Owners of at least 75 percent of real property in the Subdivision as evidenced by the signatures of the President and Secretary of the Civic Club set forth below; and

WHEREAS, the Petition has been approved by the Owners of at least 75 percent of the real property in the Subdivision by the methods allowed by the Texas Property Code, Section 204.008, which approvals are attached hereto as Exhibit A:

NOW, THEREFORE, i) the Civic Club shall be the designated property owner's association for the Subdivision and all Owners of property in the Subdivision shall be members of the Civic Club according to Section 204.006 of the Texas Property Code, ii) all of the Lots in the Subdivision shall be held, sold, and conveyed subject to the terms of the

Petition, which Petition shall run with the Lots in the Subdivision and be binding on all parties having any right, title, or interest in the Lots covered by this Petition or any part thereof. Except as otherwise provided in this Petition, the terms and conditions of the Prior Restrictions shall be superseded by the terms and conditions of this Petition.

## **ARTICLE I**

### **DEFINITIONS**

As used in these Restrictions, the terms below have the following meanings:

**1.1 ANNUAL MAINTENANCE FEE** - The annual fee levied by the Civic Club against Owners of Lots as described in Article VII of these Restrictions.

**1.2 ASSESSMENTS** - The Annual Maintenance Fee and any Special Assessments as defined in Article VII of these Restrictions.

**1.3 ARCHITECTURE COMMITTEE (also "the committee" where clearly so cited)** - The Architecture Committee established and empowered in accordance with Article V of these Restrictions.

**1.4 ARTICLES OF INCORPORATION** - The Articles of Incorporation of the University Oaks Civic Club.

**1.5 BOARD** - The Board of Directors of the University Oaks Civic Club as defined and elected in accordance with the applicable Articles of Incorporation and By-Laws.

**1.6 BY-LAWS** - The By-Laws of the Civic Club.

**1.7 CIVIC CLUB** - The University Oaks Civic Club, a Texas nonprofit corporation, its successors, and assigns that is empowered to direct the community operations and affairs of the University Oaks Addition in Harris County, Texas.

**1.8 IMPROVEMENT** - An alteration, addition, or extension to the exterior or interior of a Residential Dwelling or another structure on a Lot.

**1.9 LESSEE** - A person who leases or rents a Residential Dwelling or a room within a Residential Dwelling to serve as a permanent or temporary domicile.

**1.10 LOT or LOTS** - Each or several of the Lots shown by Lot and Block number on the Plat of the Subdivision.

**1.11 MEMBER or MEMBERS** - All Owners of Lots, who accordingly are Members of the Civic Club as provided in Article VI of these Restrictions.

**1.12 MORTGAGE** - A mortgage, deed of trust, or other instrument granted by an Owner to secure the payment of a loan made to that Owner, recorded in the Office of the County Clerk of Harris County, Texas, thus creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

**1.13 OWNER or OWNERS** - A person or persons, partnership, corporation, or other legal entity that is the recorded Owner of fee simple title to a Lot, including contracted sellers but not including those having a monetary interest in a Lot as security for the payment or performance of an obligation.

**1.14 PLANS** - The final construction plans and specifications (including a site plan) for a Residence or appurtenant building, or for an Improvement of any kind to be erected, placed, constructed, or altered on any portion of a Property.

**1.15 PLAT** - The official Plat of the University Oaks Addition as filed and recorded in Volume 68, Page 127 of the Map Records of Harris County, Texas.

**1.16 PROPERTY** - A piece of property identified by Lot and block number as well as by street address within the University Oaks Addition, including all buildings thereon. Also, the property known as the "University Oaks Addition" filed and recorded in Volume 68, Page 127 of the Map Records of Harris County, Texas.

**1.17 RESIDENCE or RESIDENTIAL DWELLING** - The single family Residence situated on a Lot within the Subdivision.

**1.18 RESIDENT** - An Owner or Lessee or a family member of an Owner or Lessee who uses a Residential Dwelling or a leased or rented room within a Residential Dwelling as his or her established domicile.

**1.19 RESTRICTIONS** - The covenants, conditions, restrictions, easements, reservations, and stipulations that shall be applicable to govern the use, occupancy, Improvement, and conveyance of all of the Lots in the Subdivision as set out in this instrument or any amendment thereto.

**1.20 SPECIAL ASSESSMENT** - Any assessment additional to the Annual Maintenance Fee approved by members and levied by the Civic Club as provided for in Article VII of these Restrictions.

**1.21 SUBDIVISION** - The total of the properties now or hereafter situated in the University Oaks Addition and all rights and appurtenances thereto.

## **ARTICLE II**

### **USE RESTRICTIONS**

**SECTION 2.1 GENERAL** - All properties shall be owned, held, used, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and requirements set forth in these Restrictions.

**SECTION 2.2 SINGLE FAMILY RESIDENTIAL USE** - Except for Lots 20 to 27 of Block 9 of the Subdivision, each Owner shall use a Lot and any Residential Dwelling on such Lot for single family residential purposes only. Duplex dwellings designed to accommodate no more than two families may be utilized upon, but only upon, Lots 20 to 27 of Block 9.

The term "single family residential purposes" as used herein is defined as limiting occupancy of a Residential Dwelling to a single housekeeping unit of no more than two (2) persons united by marriage or two unrelated persons living together, their dependent children and immediate relatives, and any domestic servants. Immediate relatives are herein defined as parents, grandparents, and brothers and sisters. Further, the term "single family residential purposes" as used herein explicitly prohibits the use of any Lot for a duplex apartment, for multifamily use, or for any educational, church, professional, or commercial purpose except as specified herein; provided, however, that the housekeeping unit that occupies a Residential Dwelling may rent no more than one (1) room in that dwelling or a garage apartment maintained in conjunction with that dwelling to no more than two (2) persons.

An Owner or Lessee may use his or her Residential Dwelling as a personal office for a profession or occupation

provided that (a) such use is incidental to using the Lot for a Residence; (b) the general public is not invited or permitted to enter the Residence or another structure on the Lot to conduct business therein; (c) no signs advertising a profession or business are displayed; (d) persons are not employed in the Residence or on the Lot; (e) no offensive activity, noise, or odor is performed or issued; (f) the business complies in every respect with the laws of the State of Texas, the ordinances of the City of Houston, and the rules and regulations of regulatory or governmental agencies that have authority and jurisdiction over the business.

**SECTION 2.3 RESTRICTION ON FURTHER SUBDIVISION** - No Lot shall be subdivided, no portion less than all of a Lot shall be conveyed by any Owner without the prior written approval of the Architecture Committee.

**SECTION 2.4 LOT MAINTENANCE** - The Owner and/or Resident(s) of each Lot shall keep trees, shrubs, weeds, and grass thereon cut in a sanitary and attractive manner at all times and shall not use any Lot for storing materials or equipment except for normal residential requirements or during construction or improvement thereon as herein permitted. All Lots, including vacant Lots, shall be sodded with grass of a type compatible with that of adjacent Lots or with other ground cover approved by the Architecture Committee. The accumulation of garbage, trash, or other rubbish of any kind or the burning of materials is prohibited.

In the event of failure by the Owner or Lessee of any Lot to comply with any of these requirements, the Civic Club may send the Owner written notice by certified mail, return receipt requested, asking for compliance. If the failure continues for ten (10) days or longer after such notice has been sent, the Civic Club may, without being liable to either Owner or Lessee in trespass or otherwise, enter on the Lot and cut or collect or cause to be cut or collected the grass, shrubs, weeds, or debris that results in an unsanitary or unsightly condition and/or to remove or cause to be removed any trash or rubbish and otherwise perform whatever is necessary to return the Lot to a sanitary and attractive condition, thereafter charging the Owner or Lessee of the Lot for the reasonable cost of such work. The Owner agrees by purchase of the Lot to pay such reasonable charge within ten (10) days of its receipt. The Board shall determine what action(s) the Civic Club or an Owner should take in particular cases pursuant to this section.

**SECTION 2.5 BUILDING MAINTENANCE** - No Residential Dwelling, related structure, or Improvement on any Lot shall be permitted to fall into disrepair, and each Residential

Dwelling or related structure on said Lot shall be maintained in good condition and repair at all times and prop-erly painted or otherwise treated by the Owner of the Lot at the Owner's sole cost and expense.

**SECTION 2.6 VEHICLES** - No motor home, nonmotorized vehicle, boat, trailer, recreational vehicle, camper rig off of truck, machinery, or equipment may be parked or stored on any Lot in front of the building setback line. Excepted from this restriction are passenger automobiles, vans, and pick-up trucks together with no more than one (1) ungaraged motorcycle or boat with trailer that (a) are in operating condition; (b) have current license plates and inspection stickers (except boats); and (c) do not exceed eight feet six inches (8'6") in height, eight feet (8') in width, or twenty-four feet (24') in length. No parked vehicle shall obstruct or block a public walkway. No vehicle shall be parked on the lawn of a Lot at any time. No vehicle may be repaired on a Lot for longer than twenty-four (24) hours during any consecutive seven (7) days unless concealed inside a garage or other approved enclosure. This restriction shall not apply to vehicles, machinery, or equipment temporarily in use for the construction, maintenance, or modification of a structure on a Lot. Owners and Residents may seek a temporary variance from this restriction from the Board for guests, which must have the prior approval of the Board to be applicable.

**SECTION 2.7 NUISANCES** - No nuisance shall be allowed to exist on any Lot. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Lot, nor shall noxious odors be permitted to arise from any Lot so as to render any portion of it unsanitary, unsightly, offensive, or detrimental to any nearby Lot or its occupants. Offensive noise shall not be permitted on any Lot except temporarily during the erection, excavation, construction, demolition, alteration, or repair of buildings or other structures between 7:00 a.m. and 8:00 p.m. or by the operation of a mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawn mower or similar device between 7:00 a.m. and 8:00 p.m. The Board is empowered to determine what other activities, if any, constitute a nuisance.

**SECTION 2.8 TRASH CONTAINERS** - Garbage, trash, items to be recycled shall be placed within containers of a type and style required or issued by the City of Houston or another collection service or otherwise approved by the Board. Except for recycling containers, garbage and trash containers shall be closed or sealed at all times. Trash containers shall not be maintained on a Lot so as to be visible from any street except to make them available for collection and then only on the night before and on the day

of collection. All such containers must be removed from public view within twelve (12) hours after collection.

**SECTION 2.9 CLOTHESLINES** - Outside clotheslines shall be restricted to back yards.

**SECTION 2.10 ANIMALS** - No animals or birds other than a reasonable number of generally recognized house or yard pets shall be maintained on any Lot and then only when kept, bred, or raised as domestic pets and not for commercial purposes. Any structure for the housing or confinement of any animal or bird on a Lot shall be behind the building setback line. No animal or bird shall be allowed to make unreasonable noise, noise for an extended period, or otherwise become a nuisance. The Board shall have the authority to determine whether a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any Lot is reasonable.

**SECTION 2.11 DISEASES AND INSECTS** - To the extent reasonably feasible, no Owner or Resident shall allow any circumstance or condition to exist or to continue on any Lot that can or does attract, breed, or harbor infectious plant diseases or noxious insects or animals such as fire ants or rodents.

**SECTION 2.12 SIGNS** - No signs of any kind shall be displayed to public view on any Lot except signs of not more than five (5) square feet used to (a) advertise a Property for sale or lease; (b) indicate security services; (c) identify a builder or contractor while construction or other work is on-going; (d) promote a political candidate, party, or issue beginning no earlier than sixty (60) days before the date of the applicable election or referendum; or (e) announce a garage sale beginning no sooner than three (3) days prior to the day of such sale. The term "signs" as used herein includes letters of any size intended to publicize an activity or group, a business or occupation, a political party, or a fraternity or sorority. Except for those that indicate a security service, signs must be removed within forty-eight (48) hours after their use no longer pertains.

**SECTION 2.13 SIGHT DISTANCE AT INTERSECTIONS** - No fence, wall, hedge, or shrub shall be placed at elevations between two feet (2') and six feet (6') above the roadways and within twenty-five feet (25') on any corner Lot that would obstruct the view of the intersection by approaching drivers of vehicles, bicyclists, and others. The same Restrictions shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway. No tree shall be permitted within

twenty-five feet (25') of any intersection unless its foliage line is below two feet (2') or above six feet (6') so as to avoid any obstruction of sight by persons approaching the intersection.

## **ARTICLE III**

### **TYPES OF CONSTRUCTION AND MATERIALS**

**SECTION 3.1 TEMPORARY STRUCTURES** - Except during construction of a Residential Dwelling or appurtenant building on a Lot, no structure of a temporary nature, including but not limited to a trailer or mobile home with or without wheels and whether or not attached to a foundation or modular frame, nor any prefabricated home, shack, barn, or other temporary structure shall be placed on any Lot. No Residential Dwelling, garage, or other structure shall be moved onto a Lot from another location. Greenhouses, workrooms, tool sheds, and other structures that have been approved in advance by the Architecture Committee pursuant to Article 5.6 herein are excepted from the terms of this section.

**SECTION 3.2 CARPORTS AND GARAGES** - A carport shall not be constructed on any Lot without the written consent of the Architecture Committee. A porte cochère may be constructed on a Lot upon approval by the Architecture Committee. All garages shall have doors of neat appearance in working condition.

**SECTION 3.3 ROOFS** - All roofs shall be approved by the Architecture Committee. Solar panels shall require the prior written approval of that committee.

**SECTION 3.4 ANTENNAS AND SATELLITE DISHES** - No antenna or satellite dish that rises more than twelve (12) feet above the roof line of a residence is permitted on any Lot unless approved in writing by the Architecture Committee. No antenna or satellite dish shall be erected or placed on any Lot unless such installation complies with the following conditions: (a) An antenna or satellite dish shall not be placed or permitted to remain on any utility easement, other easement, or right-of-way on any Lot; (b) No commercial sign, slogan, logo, banner, or other printing or illustration shall be attached to an antenna or satellite dish; and (c) An antenna or satellite dish shall not be permitted to cause any distortion or interference with any other electronic device in the Subdivision.

**SECTION 3.5 FLAGPOLES** - No flagpoles shall be permanently erected on any Lot without the prior approval of the Architecture Committee.

**SECTION 3.6 WALLS AND FENCES** - No walls or fences shall be erected in front of the building setback line. Walls or fences shall not exceed eight feet (8') in height. Cyclone or chain link fencing is acceptable only in back or side yards.

**SECTION 3.7 MAILBOXES** - Mailboxes shall be attached to the Residence or other structure (e.g., a garage apartment) or shall consist of door or building slots.

**SECTION 3.8 STORAGE OF BUILDING MATERIALS** - Building materials shall not be placed or stored on any Lot earlier than thirty (30) days before the beginning of construction, modification, repair, or other work on a Residential Dwelling or other structure on the Lot. All such materials located on a Lot shall be within the property line. After construction, modification, repair, or other work has begun, it shall be performed diligently to the end that it be completed within nine (9) months. Exceptions to the provisions of this section may be granted by the Architecture Committee on submission and approval of documentation that demonstrates justifiable reason for an exception.

## **ARTICLE IV**

### **LOT SIZE AND SIZE AND LOCATION OF RESIDENCES**

**SECTION 4.1 LOT AREA AND WIDTH** - No Residential Dwelling shall be erected on any Lot that has a width of less than sixty (60) feet at the building setback line, nor shall any dwelling be erected or placed on any Lot that has an area of less than six thousand (6000) square feet.

**SECTION 4.2 SIZE OF RESIDENCES** - The ground floor area of any new Residential Dwelling, excluding an open porch or attached garage, shall be not less than two thousand and five hundred (2500) square feet for a one-story dwelling and not less than one thousand and two hundred (1200) square feet for a two-story dwelling. No Residential Dwelling shall exceed two stories and an enclosed attic.

**SECTION 4.3 LOCATION OF RESIDENCES** - No building shall be located on any Lot nearer to the front Lot line nor nearer to the side Lot line than the building setback line shown on the recorded Plat. In no case shall a Residence or other

structure be located on a Lot nearer than twenty-five (25) feet from the front Lot line on North MacGregor Drive, nearer than twenty feet (20') to the front Lot line on all other Lots, nor five feet (5') feet from a side Lot line, except that a garage or other structure which is seventy-five feet (75') or more from the front Lot line may be a minimum of three feet (3') from a side Lot line. Eaves, steps, and unroofed terraces shall not be considered part of a building; provided, that this exception shall not be construed to allow any portion of construction on a Lot to encroach on another Lot.

**SECTION 4.4 EASEMENTS** - All easements for the installation and maintenance of public utilities shall be as provided for on the recorded Plat of the Subdivision in the Prior Restrictions for the University Oaks Addition. Owners shall comply with all easements at all times and keep them free of any obstruction for their respective intended purposes.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

**SECTION 5.1 ARCHITECTURE COMMITTEE** - The Architecture Committee shall consist of three (3) Owners designated to serve on the committee by a majority of the Board who agree to serve for a period of two (2) years. At least one Member of the Architecture Committee shall also be a Member of the Board. The Members of the committee shall serve at the discretion of the Board, and all decisions of the committee shall be subject to review and modification by the Board.

Decisions by the Board regarding any matter brought to it by the Architecture Committee shall be final and conclusive. In the event of the move, resignation, or other departure of any member of the committee, the Board shall designate a successor who shall have the full authority of the predecessor Member. Until such a successor is appointed to the committee, the remaining Members shall retain full authority to exercise the powers of the committee. Members of the committee shall be entitled to reimbursement for reasonable expenses incurred in performing their duties, subject to approval by the Board.

**SECTION 5.2 APPROVAL OF BUILDING PLANS** - No Improvement to the exterior of a Residential Dwelling or other structure on any Lot, or no new construction, shall begin until the plans and specifications and a plot plan detailing the Improvement have been approved in writing by the Architecture Committee. A copy of the plans and specifications, a plot plan, and other documents as considered appropriate shall be submitted to the Architecture Committee or to a designated representative

chosen by the Architecture Committee before construction begins. Any interior modifications to a Residential Dwelling shall be consistent with the requirement in these Restrictions for single family use.

**SECTION 5.3 ARCHITECTURE COMMITTEE APPROVAL PROCEDURES** - In the event that the committee neither approves nor disapproves submitted plans and specifications pursuant to any section of this document within thirty (30) days after their receipt by the committee, approval shall no longer be required and the requirements of this section shall be considered complied with; provided, that such absence of approval or disapproval of the submitted plans and specifications by the committee within thirty (30) days shall not prevent the enforcement of any other provision in these Restrictions.

**SECTION 5.4 REVIEW FEE** - The Architecture Committee may require reimbursement by the person or agency that is submitting plans and specifications for their review and approval by applicable certified or experienced professionals. The committee shall ensure that the amount of the fee to be reimbursed is both reasonable and comparable for similar Improvements made to other Lots.

**SECTION 5.5 MINIMUM CONSTRUCTION STANDARDS** - All construction standards shall comply with City of Houston building codes and any further guidelines specified by the Architecture Committee. The Board may issue additional architectural guidelines and modify such guidelines as the needs of the Subdivision change.

**SECTION 5.6 VARIANCES** - The Architecture Committee may authorize variances from compliance with its standards or procedures or from the Restrictions stated herein relating to buildings and Improvements when unique circumstances of topography, natural obstructions, special situations, or aesthetic or environmental considerations pertain. No variance shall be effective until issued in writing, and no variance shall prevent the committee from later denying a variance in other cases.

**SECTION 5.7 NO LIABILITY** - The review and approval of plans and specifications pursuant to this article is intended only to ensure compliance with residential use and aesthetic considerations. Accordingly, the Architecture Committee shall not bear any responsibility for ensuring the structural integrity or soundness of construction or modifications nor for ensuring compliance with building codes and other applicable requirements. Neither the Civic Club, the Board, a Member of the Architecture Committee, or any other committee or Member thereof shall be held liable for (a) any injury, damage, or loss arising from the manner

or the quality of construction or (b) any act or failure to act regarding an approval or disapproval, request for approval, or request for variance, including without limitation, errors of judgment, negligence, malfeasance, or nonfeasance.

## ARTICLE VI

### MANAGEMENT AND OPERATION OF THE SUBDIVISION

**SECTION 6.1 MANAGEMENT BY CIVIC CLUB** - The affairs of the Subdivision shall be administered by the Civic Club. Meetings of the Civic Club shall be held monthly as scheduled by the Board and shall be publicized within the Subdivision beforehand. However, meetings shall be optional during June, July, and August. If required, special meetings shall be called as specified in the By-Laws. The Civic Club shall be empowered to enter into contracts and agreements deemed necessary and appropriate by the Board for managing and maintaining the Subdivision in accordance with these Restrictions, including the right to grant utility and other easements for uses the Board deems appropriate and the right to make agreements with adjoining property owners and governmental, private sector, or other civic entities regarding trash collection, maintenance, repairs, traffic, recreational facilities and activities, and other matters of mutual interest.

It is understood that each Resident of the Subdivision and their guests and invitees are responsible for their own personal safety. It is also understood and agreed that it shall not be one of the purposes of the University Oaks Civic Club to provide security to Residents of any property or their guests or invitees. Accordingly, neither the Civic Club, its Board, nor its officers or directors shall in any way be considered insurers or guarantors of security within individual properties, nor shall they be held liable for any loss or damage by reason of an alleged failure to provide adequate security or of the ineffectiveness of any security measures taken.

The Civic Club shall have the option of appointing persons to serve, with their consent, as street directors to provide or obtain information to or from Residents on their streets and otherwise to serve as designated liaisons between Residents and the Civic Club as deemed needed.

**SECTION 6.2 MEMBERSHIP IN CIVIC CLUB** - Each Owner, whether one or more persons or entities owning a Lot, shall by virtue of becoming an Owner automatically be and remain a Member of the Civic Club until ownership of the Lot ceases for any reason, at which time membership in the Civic Club

shall automatically cease. Membership in the Civic Club may not be separated from such ownership.

**SECTION 6.3 VOTING OF MEMBERS** - Each Member of the Civic Club shall have one vote per Lot owned. In the event that a Lot is owned by more than one person, the multiple Owners shall vote in such manner as they themselves determine, but in no event shall more than one vote be cast for any Lot. Such multiple Owners shall designate one of themselves as the Member entitled to exercise the vote of that Lot at any meeting of the Civic Club. Should a conflict exist or arise between multiple Owners regarding a matter to be voted on, the designation shall be in writing to the Board and shall be revocable at any time by written notice to the Board. The Board shall be entitled to rely on the stipulated designation until written notice revoking it is received by the Board. In the event that a Lot is owned by more than one person and no specific Owner is designated to vote on behalf of the other Owners, the Civic Club may consider the Owner who votes as the Owner designated by the other Owners to vote. If the Civic Club receives conflicting votes for the same Lot, all conflicting votes shall be disqualified.

**SECTION 6.4 DISPUTES** - In addition to its powers conferred in accordance with the provisions of these Restrictions or by law, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or between Owners and the Civic Club, including the appointment of committees to consider and recommend steps for their resolution.

**SECTION 6.5 BOARD ACTIONS IN GOOD FAITH** - Any action, inaction, or omission of action by the Board undertaken or chosen not to be taken in good faith, as determined by majority vote of the Civic Club in accordance with the By-Laws, shall be indemnified by the Civic Club as necessary.

## **ARTICLE VII**

### **ANNUAL MAINTENANCE FEE AND SPECIAL ASSESSMENTS**

**SECTION 7.1 CREATION AND PURPOSES OF MAINTENANCE FEE AND SPECIAL ASSESSMENTS** - Every Lot in the Subdivision is subject to the payment of an Annual Maintenance Fee and any Special Assessments, which shall be the obligation of the Owner of the Lot when the fee or assessment falls due. All fees or Assessments shall be paid by the Owner by the due date(s) set by the Board. The annual fee shall be used for providing a courtesy patrol, social and community activities sponsored or approved by the Civic Club, insect

control, a monthly newsletter, and legal and other services and activities deemed required or desired by the Board.

The Assessments together with any interest, costs, and reasonable attorney fees shall also be a charge on the land and shall be a Lien on each Lot owned by an Owner who agrees to these Restrictions or who purchases a Lot after the effective date of these Restrictions.

**SECTION 7.2 ANNUAL MAINTENANCE FEE** - The amount of the Annual Maintenance Fee shall be determined by the Board. The amount of the Fee may not be increased by more than five percent (5%) above the previous year's Fee without the affirmative vote of a majority of Civic Club Members entitled to cast a vote who are present, or by proxy, at a duly called meeting of the Civic Club.

**SECTION 7.3 SPECIAL ASSESSMENTS** - In addition to the Annual Maintenance Fee as authorized herein, the Civic Club may Levy Special Assessments as needed for any expenses not anticipated by the normal operating budget. Special Assessments must receive the affirmative vote of a majority of Civic Club Members entitled to cast a vote who are present, or by proxy, at a duly called meeting of the Civic Club.

**SECTION 7.4 ENFORCEMENT OF ANNUAL FEE AND SPECIAL ASSESSMENT PAYMENTS** - The Annual Maintenance Fee and any special assessment shall be due and payable on or before the date(s) set by the Board. Annual fees and Special Assessments not paid and received by the Civic Club by the due date shall be deemed delinquent, and the Board shall have the option of imposing a late fee. The collection of maintenance fees and Special Assessments due hereunder may be enforced by a suit for judgment in a court of law. In the event of a suit, the expense incurred in collecting a delinquent amount, including interest, court costs, and attorney's fees, shall be chargeable to and a personal obligation of the delinquent Owner.

## **ARTICLE VIII**

### **INSURANCE**

**SECTION 8.1 GENERAL** - The Board shall have the authority to determine whether to obtain insurance for the Civic Club and, if obtained, the amount thereof. If insurance is obtained, its premiums shall be an expense of the Civic Club to be paid out of the accumulated Annual Maintenance Fees and any Special Assessments.

**SECTION 8.2 INDIVIDUAL** - Each Owner shall be responsible for insuring his or her Lot and Residential Dwelling, any appurtenant structures, and their contents and furnishings. Each Owner shall be responsible at his or her own expense for insuring against liabilities incurred in the event of an accident or an improper action, either inadvertent or intentional.

## **ARTICLE IX**

### **REBUILDING IN THE EVENT OF FIRE OR CASUALTY**

**SECTION 9.1 REBUILDING** - In the event of fire or other casualty causing damage or destruction to a Residential Dwelling or a related structure, the Owner of the damaged or destroyed dwelling or structure shall contract within three (3) months after the fire or casualty to repair or reconstruct the said dwelling or structure to comply with either the original plans or new plans submitted to and approved by the Architecture Committee. The Owner shall promptly begin repairing or reconstructing the said dwelling or other structure in order that it does not remain in a partly finished condition longer than reasonably necessary. Alternatively, a damaged or destroyed Residential Dwelling or related structure may be razed and the Lot restored as nearly as possible to its original condition within four (4) months of damage or destruction, after which the Owner may at his or her option convey the Lot without a Residential Dwelling or related structure. The time periods set forth herein may be extended with the written consent of the Architecture Committee.

## **ARTICLE X**

### **DURATION AND AMENDMENT OF RESTRICTIONS AND GRANDFATHER CLAUSE**

**SECTION 10.1 DURATION** - These Restrictions shall remain singly and severally in full force and effect until amended as set forth in Section 10.2.

**SECTION 10.2 AMENDMENT** - The terms of these Restrictions may be amended singly or severally at any time by an instrument signed by the Owners of seventy-five (75) percent of the Lots, one Owner per Lot, within the Subdivision. No Owner shall be charged with the violation of or subjected to inquiry with respect to any revised amendment until it has been filed for record in the

Official Public Records of Real Property of Harris County, Texas.

**SECTION 10.3 GRANDFATHER CLAUSE** - Any building or appurtenant structure or any Improvement to such building or structure built or placed prior to the effective date of these Restrictions that was in compliance with the prior deed restrictions shall be deemed to be in compliance with these Restrictions.

## **ARTICLE XI**

### **MISCELLANEOUS**

**SECTION 11.1 APPLICABILITY AND ENFORCEABILITY** - These Restrictions shall run with the Subdivision and shall be binding upon and enforceable by the Civic Club and by each Owner of a Lot in the Subdivision or any portion thereof including any and all heirs, legal representatives, successors, and assigns. Should legal action to prevent or correct a violation of these Restrictions be initiated against an Owner or a Resident of a Lot by the Civic Club or by another Owner, the Civic Club or other Owner shall be entitled to recover reasonable attorney's fees and related costs from the Owner or Resident of the Lot in violation.

Legal action shall be taken only as a last resort upon failure to prevent or resolve the violation following written notice(s) to the violator from the Civic Club or from the other Owner and, if desired by the violator, an opportunity to present and discuss the issue at a regularly scheduled or specially called meeting of the Civic Club.

**SECTION 11.2 DELAY IN ENFORCEMENT** - Delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall not impair, damage, or waive the right of a party entitled to enforce them to obtain relief against or recovery for the continuation or the repetition of the named breach or violation or for any similar breach or violation at any later time.

**SECTION 11.3 SEVERABILITY** - In the event of the invalidation or partial invalidation or partial unenforceability of any provision of these Restrictions, the remainder of the Restrictions shall remain in full force and effect.

**SECTION 11.4 REMEDIES** - In the event that any person, group, or other entity violates or attempts to violate any

provision of these Restrictions, the Civic Club and each Owner or Resident of a Lot within the Subdivision may initiate and prosecute any proceeding at law or in equity to abate or enjoin such violation or attempted violation. Further, upon the violation of any of the provisions of these Restrictions by any Owner, the Civic Club, acting through the Board, in addition to all other rights and remedies available to it at law or in equity or otherwise, may at its option suspend by written notice sent by certified mail, return receipt requested, the right of the violating Owner to vote in any regular monthly or special meeting of the Civic Club during the period of the violation.

**SECTION 11.5 INDEMNITY OF CIVIC CLUB** - Each Owner shall be responsible for all costs incurred as a result of the Owner's negligence or misuse or the negligence or misuse of his family members, tenants, guests, invitees, agents, employees, or any Resident or occupier of his Residential Dwelling and shall indemnify the Civic Club and all other Owners against any such costs.

**SECTION 11.6 ARTICLES AND SECTIONS** - The article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions.

**SECTION 11.7 NUMBER AND GENDER** - Pronouns of whatever gender and wherever used herein include persons, corporations, entities, associations of every kind and character. The singular includes the plural, or vice versa, whenever and as often as may be appropriate.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Civic Club, have executed this instrument acknowledging i) the Civic Club's Board of Directors' approval and circulation of this Petition; and ii) that those Owners in the Subdivision reflected in Exhibit A represent at least seventy-five percent (75%) of the real property within the Subdivision.

UNIVERSITY OAKS CIVIC CLUB

By: [Signed] Thomas N. Whittaker \*

Printed Name: Thomas N. Whitaker

Title: President

Date: August 12, 1997

THE STATE OF TEXAS \*

\*

COUNTY OF HARRIS \*

Before me, a notary public, on this day  
personally appeared

[Thomas N. Whitaker], known to me to be the  
person whose name is subscribed to the foregoing  
instrument, and being by me first duly sworn,  
declared that he/she has executed same in the  
capacity and consideration therein expressed.  
Given under my hand and seal of office this the  
[12th] day of [August], 199[7].

[D. S. Jackson] Notary Public - State of Texas  
[SEAL]

ATTEST:

[Signed] Robyn C. Webb

[Robyn C. Webb], Secretary

—

\* "Exhibit A" includes approvals of owners obtained by  
virtue of Sections

204.008(1) and 204.008(3) of the Texas Property Code (the "Code"). Ballots

executed after January 31, 1997 were obtained in accordance with Section

204.008(3) of the Code.