

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

AMENDMENT TO DEED RESTRICTIONS  
OF ELLA LEE FOREST SUBDIVISION

WHEREAS, by declaration dated April, 22, 1955, the owners and lienholders of ELLA LEE FOREST Subdivision, a subdivision of approximately fifty (50) acres of land out of the Samuel McClelland survey in Harris County, Texas, the plat of which is recorded at volume 49, page 5, of the map and plat records of Harris County ("ELLA LEE FOREST"), established certain restrictive covenants (the "RESTRICTIONS") covering and affecting ELLA LEE FOREST; and

WHEREAS, the declaration establishing the RESTRICTIONS was duly recorded at volume 2957, page 17, of the deed records of Harris County; and

WHEREAS, the RESTRICTIONS set forth the procedural requirements for changing or amending the terms and conditions set forth therein; and

WHEREAS, the RESTRICTIONS may be changed or amended in whole or in part by vote of the owners of a majority of the lots in ELLA LEE FOREST, evidenced by written declaration, signed and acknowledged, and filed in the deed records of Harris County; and

WHEREAS, because the RESTRICTIONS expressly provide for modification in this manner, the provisions of Chapter 201 of the

Texas Property Code do not apply to ELLA LEE FOREST; and

WHEREAS, the RESTRICTIONS were amended in 1955 by an instrument dated August 30, 1955, and recorded at volume 3106, page 730, of the deed records of Harris County; and

WHEREAS, the RESTRICTIONS were further amended in 1985 by an instrument executed in eight (8) counterpart copies on December 19, 1984, and recorded in the Official Public Records of Real Property of Harris County on January 2, 1985, clerk's file nos. J841610 through J841617, film code nos. 003-74-0832 through 003-74-0887; and

WHEREAS, in accordance with the procedural requirements set forth in the RESTRICTIONS, the undersigned Lot Owners of ELLA LEE FOREST wish to (1) revise the language of the RESTRICTIONS to reflect the prior amendments, and (2) modify the RESTRICTIONS to (a) update certain language and (b) provide for additional restrictions:

1. NOW, THEREFORE, know all men by these presents that we, the undersigned, being a majority of the current Lot Owners of ELLA LEE FOREST, do hereby approve and adopt the following language as a full and correct declaration of the RESTRICTIONS:

DEED RESTRICTIONS

The owners of the ELLA LEE FOREST Subdivision do hereby establish the following minimum restrictions, covenants, easements and conditions upon all conveyances of said lots or tracts in said Subdivision, SAVE and EXCEPT said Lots 99, 100, and 136 thereof and hereby declare that all conveyances of said lots or tracts in such addition, SAVE and EXCEPT said Lots 99, 100, and 136 shall be subject to the following restrictions, covenants, easements and conditions, which shall be, continue and remain in effect until March 1, 2005, at

which time said covenants and restrictions shall be extended automatically thereafter for successive periods of fifteen (15) years, unless by vote of the then owners of a majority of the lots in said Subdivision it is agreed to change said covenants in whole or in part; any such vote to be evidenced by written declaration, signed and acknowledged by such owners and recorded in the Deed Records of Harris County, Texas:

1. All lots in said Subdivision, except as hereinbefore excepted, shall be used for residence purposes only and no structure shall be erected, altered or placed or permitted to remain hereafter on any residential plot other than one detached single family dwelling, one or two story or stories in height, and a private garage for not more than two cars.
2. No part of any residential building shall be located nearer to the front lot line or nearer to the side street line than the building lines shown on the recorded plat. In any event no part of any residential building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet to any side street line. No building on a residential lot, other than one main residence, shall be erected nearer the front line of the lot than seventy-five (75) feet, and no building on a residential lot shall be erected nearer any other interior lot line than three (3) feet, nor nearer than the easement on the rear or side property line of said lot. No residence shall be erected nearer any interior lot line than ten (10) feet.
3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No nuisance shall ever be erected, placed, or suffered to remain upon any property in ELLA LEE FOREST, and no owner of or resident on any such property shall use the same to endanger the health or disturb the reasonable enjoyment of any other owner or resident. The Ella Lee Forest Homeowners Association is hereby authorized to determine what constitutes a violation of this restriction.
4. No homeowner or occupant of any lot in ELLA LEE FOREST nor any visitor or guest thereof shall be permitted to perform work upon any motorized

vehicle of any kind, including boats, in driveways or upon streets abutting such lots, except that such work may be performed on such vehicles as are owned by the homeowner or occupant during a period not to exceed seven (7) consecutive days.

5. No boat, trailer, camping unit, recreational vehicle, bus, towable equipment and machinery, or any other over-sized vehicle of any sort shall be permitted to be parked upon any lot in ELLA LEE FOREST in such a manner as to extend beyond the front building line, except that during the construction of improvements on a lot, necessary construction vehicles may be parked thereon for and during the time of necessity thereof.
6. No trash, rubbish, garbage, or debris of any kind shall be kept or allowed to remain on any lot in ELLA LEE FOREST. The owner of each lot shall remove such prohibited matter from his lot at regular intervals at his or her expense and prior to such removal shall place such matter in an area adequately screened by planting or fencing so as not to be seen from neighboring lots or existing or planned community properties. Reasonable amounts of construction materials and equipment may be stored upon a lot for reasonable periods of time during the construction of improvements thereon.
7. No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot ELLA LEE FOREST shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No lot shall be used for the purpose of raising or keeping swine, goats, fowl, cattle, horses, mules, sheep or any animal that causes a nuisance. No commercial dog kennel, junk yard, tourist camp, dance hall or beer garden or any business establishment shall be maintained in the Subdivision and no land in said Subdivision and no structure on any land thereof shall be used for anything other than residential purpose.
9. There shall not be built on any residential lot having less than 90 feet frontage in said Subdivision any residence with less than 1200 square feet of floor space (exclusive of garage and porch or porches). There shall not be built on any residential lot having 90 feet or more frontage in said subdivision, any residence with less than 1400

square feet of floor space (exclusive of garage and porch or porches). Each residential structure shall have at least fifty-one (51) per cent of the exterior wall areas constructed of brick.

10. No cesspools or underground septic tanks shall be dug, used or maintained in ELLA LEE FOREST, and no outside toilets shall be permitted at any time, except that temporary toilets may be used, but only to the extent required by law, during the construction of improvements on a lot.
11. All improvements shall be constructed on the lot concerned so as to front the street on which such lot fronts. Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner lot fronts. A corner lot shall be deemed to front on the street on which it has its smaller dimension.
12. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three-quarters (1 3/4) square feet (18" diameter pipe culvert). Culverts or bridges must be used for driveways and for walks.
13. No garage apartment shall be constructed on any lot in said Subdivision for rental purposes. All living quarters on property other than in main building are to be for family members or bona fide servants only.
14. Any lawful structure started on any lot in said Subdivision must be diligently completed within a reasonable time.
15. No signs, billboards, posters or advertising devices of any character shall be erected on any land in ELLA LEE FOREST, except that such signs as are customary in connection with the general sale of property in a subdivision shall be permitted. In addition, the Ella Lee Forest Homeowners Association may erect and maintain signs in the subdivision. This restriction is not intended to restrict the right of homeowners to reasonably display political signs during city, county, state, or national elections.
16. No building of frame construction on the exterior

of any kind or character shall be erected on any lot unless same at time of construction shall receive at least two coats of paint.

17. No fence, wall, hedge, nor any pergola or other detached construction for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the consent of the architectural committee hereinafter provided for.
18. No radio aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot.
19. No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction on any lot or homesite in ELLA LEE FOREST until plans and specifications have been submitted to and approved in writing by the Architectural Committee, which shall be appointed in accordance with the by-laws of the Ella Lee Forest Homeowners Association. Such approval by the Architectural Committee is to include approval of exterior designs, the type of material to be used and the colors to be applied on the exterior of the structure, and such approval is to be based on the general requirements, stipulations and restrictions set out in this instrument.
20. It is agreed that all sales of lots and dedication of streets in ELLA LEE FOREST shall be subject to easements over and across said lots as indicted on the plat of said Subdivision hereinbefore referred to, as may be deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access is to include the right, without liability on the part of any one or all of the owners or operators of such utilities to remove any or all obstructions on said easement, right-of-way, caused by trees, brush, shrubs, either on or overhanging such right of way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches

or structures. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid and shall extend only to the portions of said Subdivision indicated on the plat thereof as reserved for easements.

21. The owner of each lot in ELLA LEE FOREST shall be required to pay a mandatory Homeowners Association Dues. The Amount of such dues and the date of assessment thereof shall be set annually in accordance with the by-laws of the Ella Lee Forest Homeowners Association. The owner of a lot at the time of assessment is personally obligated to pay said dues. If the dues are not paid within sixty (60) days of notice of assessment, the owner of said lot may also be required to pay attorney's fees and court costs incurred by the Association in collecting the obligation. The personal obligation for the dues and any fees or costs incurred shall be secured by a lien on the lot for which the dues were assessed.
22. Invalidation of any one of these covenants and restrictions by judgment, court order or other proceeding shall in no wise affect any other of the provisions hereof which shall remain in full force and effect.

The restrictions and provisions herein contained shall be made a part of each and every contract and deed selling or conveying any land in ELLA LEE FOREST, SAVE and EXCEPT said Lots 99, 100, and 136, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though fully incorporated therein. And these restrictions and provisions as herein set out shall be and are hereby imposed upon each lot or parcel of land in said Subdivision, except as hereinbefore provided, as shown by said plat and as referred to herein; and it is understood that the restrictions and provisions hereof shall inure to the benefit of the homeowners of ELLA LEE FOREST, and their heirs and assigns, and all subsequent purchasers of said property, and each such purchaser by virtue of accepting a contract or deed covering any of said property shall be subject to and bound by such restrictions, covenants and conditions and for the terms of this instrument as hereinbefore set out.

It is understood and agreed that the foregoing restrictions, easements, covenants and conditions shall

be deemed to be covenants running with the land and shall be binding upon the homeowners of ELLA LEE FOREST and upon all grantees who may purchase any of said lots or tracts not herein excepted, in said Subdivision, their heirs or assigns, or any other person claiming under them, and if the undersigned, or any of their heirs or assigns, violate or attempt to violate any of the covenants herein or shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person or persons owning any real property situated in said ELLA LEE FOREST, or the Ella Lee Forest Homeowners Association on behalf of such owners, to institute and prosecute any proceeding at law or in equity, against the person or persons violating or attempting to violate any such covenants, restrictions or conditions, and either to prevent him or them in injunction (either prohibitive or mandatory) or in other manner from so doing or to recover damages, actual or statutory, or other dues for such violation or to enforce performance of such covenant, restriction or condition, provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his, or their ownership of said property.

Nothing herein shall be construed in such manner as to prevent the application of all the provisions of said plat of ELLA LEE FOREST as filed for record to said Lots 99, 100, and 136 of ELLA LEE FOREST.

Recorded and Filed - September 23, 1992