

PETITION FOR ACKNOWLEDGMENT AND MODIFICATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

AMBERWOOD, AN UNRECORDED SUBDIVISION, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS }
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COUNTY OF HARRIS } KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, during the late 1970's, C. L. Conner, Trustee, as "Declarant" and owner of the land platted into that certain subdivision known as Amberwood, an unrecorded subdivision, and being more fully described as 55.47 acres out of the A. R. Bodman Survey, A-141, Harris County, Texas, and being a part of that certain 69.16 acre tract described in deed, recorded under Film Code 186-10-0013, et seq., of the Official Public Records of Real Property of Harris County, Texas, the said Declarant caused to be filed of record within said Official Public Records of Real Property of Harris County, Texas, a series of instruments entitled "Acknowledgement of Restrictions", which instruments established and imposed certain Covenants, Conditions and Restrictions upon the properties described therein (such series of instruments are hereinafter collectively referred to as "the Restrictions");

WHEREAS, pursuant to Section 204.005 of the Texas Property Code, said Restrictions may be modified by an instrument (Petition) approved by the Owners of at least 75 percent of the real property in the Amberwood subdivision;

WHEREAS, it is the desire of the undersigned, being the Owners of at least 75 percent of the real property in the Amberwood subdivision, to modify the Restrictions, and in all respects adopt and acknowledge the said Restrictions in order that the same shall be uniformly applicable and enforceable as to all properties within the Amberwood subdivision.

NOW, THEREFORE, the undersigned, being the Owners of at least 75 percent of the real property in the Amberwood subdivision, whose signatures are attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, hereby approve this Petition, and hereby agree to modify the Restrictions and adopt the same by adding the following provisions, in its place and stead, which shall read as follows:

Section 1. Whenever the word "restrictions" is used it shall be construed to include conditions, covenants, reservations, restrictive covenants, deed restrictions, easements and/or agreements.

Section 2. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by Amberwood Property Owner's Association (hereinafter sometimes referred to as "the Association") or its architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out. In the event said Association or its designated representative or architectural control committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be delivered in person or by registered or certified letter, addressed to the purchaser's last known address, and said notice will set forth in detail the elements disapproved and the reason therefore.

Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the Association, its representative(s) or the architectural control committee shall in all things be final.

Section 3. No cesspools shall ever be dug, used or maintained on any property, and whenever a residence is established on said property, all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks onto any road, street, alley or other public ditches, either directly or indirectly is strictly prohibited.

Section 4. No structures shall be erected, altered, placed or permitted to remain on any property within the subdivision other than detached single-family dwellings not to exceed two stories in height and private garages for not more than four cars, and quarters for bona fide servants domiciled with an owner or tenant, except as follows:

- (a) A second residence will be permitted if to be occupied by servants or members of the family of principal owner. No rental or apartment houses will be permitted and all lots shall be single ownership units.

Section 5. No noxious or offensive trade or activity shall be carried on upon any property, nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood. No property may be used as an automobile graveyard, dumping ground for garbage or rubbish, oil and mining operation, or any other use not in connection with the single-family residential use thereof. All properties and the public road in front of same shall be kept free of litter and trash. Discharge of firearms upon any property is strictly prohibited.

Section 6. No trailer, basement, tent, shack, garage, barn, mobile home or other building or outbuilding erected within the subdivision 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.

Section 7. The ground floor area of the main dwelling structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet in the case of a one-story structure; and not less than 2,000 square feet in the case of a one and one-half story or two-story structure including ground and top floor area.

Section 8. No sign of any kind shall be displayed to the public view on any property except one sign of not more than five square feet advertising the property for sale, or large signs used by a builder to advertise the property during the construction and sale period.

Section 9. No hogs, goats, cows or any other livestock and/or animals shall be stored, kept or otherwise placed upon any property other than regular household pets, such as dogs, cats and birds.

Section 10. All dwellings must be built of at least 80% brick, stone or other masonry construction unless otherwise approved by the Association or its architectural control committee.

Section 11. No oil drilling, oil development operations, oil refining, coring or mining operations of any kind shall be permitted upon or in the land covered hereby, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the land conveyed hereby. No derrick or other structure design for use in boring for oil or natural

gas shall be erected, maintained or permitted upon any property covered hereby.

Section 12. Any failure to observe, perform or comply with any restriction and/or provision herein set out shall not abrogate the same or render it or any other restriction inoperative, and shall in no way constitute a waiver of same, and no such non-observance, non-performance or non-compliance, however long continued or however general or prevalent the same may be, shall constitute any defense in any suit or proceeding brought to enforce the compliance with and/or observance and performance of any of said restrictions, conditions and provisions.

Section 13. The violation of any restriction, covenant, condition, easement, reservation and/or agreement set out herein shall not operate to invalidate or impair any mortgage, deed of trust or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants, and conditions herein set forth.

Section 14. These restrictions may be amended upon the approval in writing of a majority of the property owners of record at the time of such amendment.

Section 15. No dwelling, garage or other structure shall be placed or erected less than 40 feet from the front easement line or less than 20 feet from the side street easement line and not less than (5) feet from an interior lot line.

Section 16. No fence shall extend beyond the front building line of any dwelling. All fencing must be approved in writing by the architectural control committee prior to construction

or installation thereof.

Section 17. All lot owners and future purchasers shall pay to and be liable to the Association for the sum of \$120 per year (per Lot owned or purchased), for the purpose of creating the Amberwood Property Owner's Association. The aforementioned payment, (hereinafter called "annual assessment") shall be due and payable to the Association in installments of \$10.00 per month beginning the month after each respective lot is purchased. The annual assessment shall constitute a continuing lien upon each lot, which shall run with the land, and the Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and/or foreclosure of the lien. The fund created hereby shall be used for the purpose of providing street signs and maintenance of streets, recreational facilities and all common areas designated as such on the aforementioned plat, and for promoting the general health, recreation and welfare to the property owners in the subdivision, as well as all other things necessary or desirable in the opinion of the Association to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Association in expenditure of said funds shall be final so long as same is exercised in good faith. All conveyance of tracts shall be subject to the annual assessment and by acceptance of a deed or contract for deed, each purchaser consents and acknowledges that their property is encumbered by these restrictions, including the annual assessment. The annual assessment may be adjusted from year to year by the Association, provided, however, that any increase in the assessment must be approved, in writing, by a majority of the owners of property in Amberwood.

IN WITNESS WHEREOF, the undersigned Lot Owners have executed this ACKNOWLEDGMENT AND MODIFICATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AMBERWOOD, AN UNRECORDED SUBDIVISION, HARRIS COUNTY, TEXAS, on the date set forth and indicated next to their respective signature(s), to be effective as of such date.