

SECOND AMENDED AND RESTATED
RESTRICTIONS
for
BAMMEL FOREST SUBDIVISION,
SECTIONS ONE (1), TWO (2) AND THREE (3)

*Amend
178.75
SG*

see

and
CONTRACTUAL COVENANTS
for

CONTRACTING PROPERTIES WITHIN PECAN FOREST SUBDIVISION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, J. A. HAMILTON and W. E. LITTLE, as owners of a certain described tract and parcel of land situated in Harris County, Texas, known as Bammel Forest, Section One, established a uniform plan for the improvement and development of the lots in said addition, a plat of which is of record in the Map or Plat Records of Harris County, Texas, under Harris County Clerk File No. 1614495, filed on June 18, 1956, and which covenants, conditions and restrictions were recorded on August 9, 1956, in the Deed Records of Harris County, Texas, under Volume 3184, Pages 287 -293; and

WHEREAS, J. A. HAMILTON, W. E. LITTLE, LACY KEY, JR., THOMAS E. DAVIS, TRAVIS W. STARR, WILLIAM O. MANNING, HERBERT A. AKIN, AUSTIN W. ROBERTS, C. P. AUFILL, WREN M. McQUEEN, WALTER F. HACKNEY and J. A. DePREE, JR., as owners of certain described tracts and parcels of land situated in Harris County, Texas, which tracts are known as Bammel Forest, Section Two, established a uniform plan for the improvement and development of the lots in said addition, a plat of which is of record in the Map or Plat Records of Harris County, Texas, under Harris County Clerk File No. 1780266, filed on July 22, 1957, and which covenants, conditions and restrictions were recorded on August 22, 1960, in the Deed Records of Harris County, Texas, under Volume 4118, Pages 103-111; and

WHEREAS, J. A. HAMILTON and W. E. LITTLE, as owners of a certain described tract and parcel of land situated in Harris County, Texas, known as Bammel Forest, Section Three, established a uniform plan for the improvement and development of the lots in said addition, a plat of which is of record in the Map or Plat Records of Harris County, Texas, under Harris County Clerk File No. 32766685, filed on May 1, 1961, and which covenants, conditions and restrictions were recorded on May 9, 1961, in the Deed Records of Harris County, Texas, under Volume 4361, Pages 217-222; and

WHEREAS, an AGREEMENT FOR MODIFICATION OF RESTRICTIONS applicable to Bammel Forest, Sections One, Two and Three (referred to herein as the "Current Bammel Forest Restrictions") was heretofore executed, and recorded on November 23, 1976, in the Deed Records of Harris County, Texas, under County Clerk's File No. E962233; and

WHEREAS, Bammel Forest, Sections One, Two and Three are collectively referred to herein as the "Bammel Forest Subdivision."

WHEREAS, JOHN D. JONES and ALICE C. JONES, as owners of a certain described tract and parcel of land situated in Harris County, Texas, known as Pecan Forest, established a uniform plan for the improvement and development of the lots in said addition, a plat of which is of record in the Map or Plat Records of Harris County, Texas, under Harris County Clerk File No. 101202-A, filed on February 3, 1959, and which covenants, conditions and restrictions were recorded on August 13, 1959, in the Deed Records of Harris County, Texas, under Volume 3780, Pages 482-488 (referred to herein as the "current Pecan Forest Restrictions"); and

536-1-1-83-13

I.

Changes to Article I are in italics.

All lots in said subdivisions shall be used for *single family* residential purposes only and no structure shall be erected, altered or placed or permitted to remain hereafter on any residential lot designated on the plat of said subdivisions other than one detached single family dwelling, one or two stories in height, and a private garage with carport. As part of either the single family dwelling or the private garage there may be a portion of such structure set aside for the use of and to be occupied only by members of the family occupying the main residential structure or by domestic servants employed on a full time basis residing on the premises.

II.

Each residence must have an enclosed garage capable of occupying at least two (2) standard size motorcars. The construction and elevation of the roof of a garage must be similar in design and material to the construction and elevation of the roof of the main residence. A carport shall not be considered or defined herein as a "garage" for the purpose of satisfying the provisions of this paragraph. However, in addition to a garage, there may be a carport placed upon the premises.

In the event a carport is erected, in addition to a garage, the parallel line of said carport closest to the front line of the property must not be closer than eighty (80') feet from said front line, or in the event of a corner lot on which the front of the garage and carport shall face a side street, the parallel line of the carport closest to the side street must not be closer than twenty (20') feet from the side street line. In any event, no portion of any carport may be placed forward on the front wall of the main residence.

Any such carport must either be constructed of wood, brick or stone and the construction and elevation of same must be similar in design and construction materials as the main residence. Carports without matching trim and design are prohibited. Placement, erection or construction of a carport on a lot lacking an enclosed garage, as defined herein, is prohibited.

III.

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 line shown on the recorded plat. In any event, no part of any residential building shall be located on any residential building lot nearer than fifty (50') feet to the front line, nearer than twenty (20') feet to any side street line, nor nearer than fifteen (15') feet from any other interior lot line. No building on a residential lot other than the one main residence shall be erected nearer the front line of the lot than one hundred (100') feet, nearer to any side street line than twenty (20') feet and not nearer to any other interior lot line than five (5') feet, nor nearer than the easement on the rear side property line of said lot.

IV.

All residential buildings shall be constructed on a concrete slab the top of which must be no higher than that which is usual and customary in the building trade. There shall be no residential dwellings on poles, piers or blocks, or other similar raising devices. In the event any residential buildings are constructed in a flood plain, then the same shall be constructed as required by law or other applicable building codes, not withstanding any provisions herein to the contrary.

V.

Upon every lot where there is a residence and garage there must also be a driveway extending from the door of the garage to the appropriate street. The driveway must be surfaced including any portion over a county easement covering any drainage ditch. Said driveway must be surfaced and must be at least ten (10') feet in width from the entrance to the garage to the interior side of a drainage ditch, at which point the surfaced driveway shall flair to a minimum width of fifteen (15') feet to where said driveway meets the street. Circular driveways shall be permitted and the same shall have the same street. Circular driveways shall be permitted and the same shall have the same surface as the driveway leading to the garage and shall also not be less than ten (10') feet, nor more than twelve (12'), feet in width.

VI.

No structure or garage apartment shall be constructed on any lot in said subdivision for rental purposes.

No person or persons may inhabit a portion only of any structure on any lot in consideration for the payment of rent or any other thing of value.

Renting or leasing agreements of any residence must include all improvements situated on said lot, and renter or leaser shall be restricted to not more than a single, immediate family unit. No more than one immediate family unit shall occupy, for living or residing purposes, any structure or structures, or portions thereof, on any lot.

VII.

Other than as indicated herein, there shall be no other buildings or enclosed structures placed upon the premises, including, but not limited to barns, tents, temporary structures, portable buildings, or any other form of building with four exterior walls and a roof, or a structure with stanchions or uprights and a roof only.

Article VII is to be replaced in its entirety with the following:

Tool Storage buildings either constructed on site, or pre-fabricated buildings moved into place shall be no larger than 200 sq ft. The building must be maintained in an appropriate manner behind the residence. The building and its placement must be approved in writing by the Architectural Committee before construction or installation. In accordance with other provisions herein, a storage building may not be used for business purposes, living quarters, or other activities that create a nuisance. Other than the residence / garage & a single storage building as indicated herein, there shall be no other buildings or enclosed structures placed upon the premises, including, but not limited to barns, tents, temporary structures, portable buildings, or any other form of building with four exterior walls and a roof, or a structure with uprights and a roof only. No building of any kind may be placed on any lot prior to the completion of the residence on such lot. Further, the height of any such Tool Storage building shall not exceed twelve (12') feet.

~~Changes to Article VIII are stricken through.~~

VIII.

There shall not be built on any lot in said subdivisions a residence with less than 2,000 square feet of floor space exclusive of garage, porches, patios or carport. No residential structure may have more than two stories in height. No residential structure of more than one story shall be placed on any lot unless the first story (or ground floor) contains at least twelve hundred (1200') square feet of living space, exclusive of porches and patios.

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XVIII.

No cesspool shall be dug, used or maintained in the subdivisions and no outside toilet facilities shall be permitted at any time. Underground septic tanks may be used and shall be installed in such manner as to conform to public health regulations and requirements and there shall be no open end lines running from such septic tanks.

The drainage of septic tanks into roads, streets, and all other public ditches either directly or indirectly is strictly prohibited. If a sanitary sewer system is made available and required by law the same shall be used in lieu of underground septic tanks.

XIX.

All improvements constructed on any interior lots within the subdivisions shall be constructed so as to front the street on which such lot fronts. A residential structure on corner lots shall have presentable frontage on all streets on which the particular lot fronts. A corner lot shall be deemed to front on the street on which it has its smallest dimension.

XX.

Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backing water and shall be a minimum of one and three quarters (1-3/4) square feet (18 inch diameter pipe culvert). Culverts or bridges shall be used for driveways and for walks.

XXI.

No signs, billboards, posters or advertising devices of any character shall be erected on any land in the subdivisions, except that the owners of lots in the subdivisions may construct and maintain such signs as are customarily used in connection with the general sale of property in a subdivision, however, not to exceed nine (9) square feet.

XXII.

Changes to Article XXII are in italics, or text stricken through.

No fence, wall, hedge nor any other detached structure 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.

In all instances, any fence across the front of interior lots and across the front and down a side street of a corner lot shall be constructed of either redwood, cedar, *stone, wrought iron, or other materials approved in writing by the Architectural Committee, with any such fence being a minimum of four (4') feet in height and a maximum of six (6') feet in height.* ~~said fencing to be visually solid with each vertical fence board abutting the adjacent boards.~~ Any other type of fencing may be allowed across the back and sides of both interior lots and corner lots with advance consent of the architectural committee.

XXIII.

No oil drilling, oil development operations, oil refining, quarrying, mining operations or extractions of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts, designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any lot. This restriction shall be considered a restriction upon the drilling, maintaining and utilization of private water wells.

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XXIV.

No television or radio serial wires shall be maintained on any portion of any lot forward of the front building line of any lot in the subdivisions. There shall be no television or other electrical antenna or serial higher than fifteen feet above the highest point of the roof line of the main residence placed on any lot, and any such antenna or serial is prohibited in front of or outside of the building lines applicable to said lot.

XXV.

All construction upon any lot in the subdivision, including new construction, must be completed within six (6) calendar months from the day commencement of said work begins, except, however, delays caused by labor strikes, material shortage, acts of God, or any other circumstances which may cause delay and which are beyond the control of the contractor or person responsible for construction.

The commencement of any construction shall be deemed to be the first day upon which construction materials are placed upon lots for use in said construction.

XXVI.

No structures constructed in a location other than upon lots in the subdivisions made a part of this agreement may be placed on any of said lots. All construction must be initiated, and completed on site of the lots governed hereby.

XXVII.

All swimming or wading pools, constructed or placed above or below ground level, capable of containing a water column deeper than one (1) foot at its deepest portion, must be enclosed by a fence not less than four (4) feet in height. Said fence may enclose the immediate pool area only, or may enclose the entire portion of the property stipulated in Paragraph XXII as included herein, governing the placement of fences on lots governed by these covenants. Any and all gates included as a part or portion of said fence must be equipped with a locking or latching device of such design so as to make it reasonably difficult for a young child to operate.

Construction or installation of said fence must be completed prior to the initial or partial or complete filling with water of said pool.

The architectural committee, prior to the construction or installation, must approve the design and type of said fence in writing.

XXVIII.

Additional paragraph of Article XVIII is in italics.

No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design of any improvement on any lot in the subdivisions after original construction on any lot or home site until plans and specifications have been submitted to and approved in writing by an architectural committee.

Such approval is to include a consideration of exterior design, the type of material to be used and the colors to be applied on the exterior of the structure, and such approval by the architectural committee is to be based on the general requirements, stipulations and restrictions set out in this instrument.

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The architectural committee (the "Committee") is authorized and empowered, at its sole discretion, to make and permit reasonable deviations (i.e., "variances") from any of the architectural, setback or building line requirements of these Restrictions relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any Subdivision Lot and relating to the size, configuration and location of any building, structure or improvement of any nature, when, in the sole and final judgment of the Committee, such variance(s) will be in harmony with, and will not materially detract from, the aesthetic appearance of the Subdivision as a whole. The Committee may require the advance submission to it of such documents and items (including, without limitation, written request for and description of the variance(s) requested, plans, specifications, plot plans, and samples of materials) as it shall deem appropriate. If the Committee approves a variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument. Any request for a variance shall be deemed to have been denied in the event of either (a) written notice of denial from the Committee; or (b) failure by the Committee to respond to the request for variance. No variance(s) shall be permitted or allowed except at the discretion of the Committee. The granting of any variance by the Committee shall not affect in any way an owner's obligation to comply with all governmental laws and regulations affecting the Lot and the Plat. No approval of plans and specifications and no publication or designation of architectural standards by the Committee shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements.

XXIX.

Changes to Article XXIX are in italics.

In the event of a vacancy on the architectural committee, created by death, resignation, removal, or a person moving his residence outside the subdivisions included in this agreement, the President of the Civic Club shall appoint another member to such committee to serve in lieu of the vacated member.

The architectural committee must always consist of at least four (4) residents, at least one of which shall be a member of the Board of Directors of the Bammel Forest Civic Club Inc. (the "Board") and the remaining three members consisting of one member each residing geographically within each of the sections of Bammel Forest - One, Two and Three. Architectural committee members may be removed and replaced (with or without cause, and with or without advance notice) at the sole discretion of the Board.

The presiding President of the Bammel Forest Civic Club shall appoint all members of the architectural committee. Except in case of death, resignation or departure, said members shall serve for a period of (2) years.

There shall be no restriction prohibiting a member of the architectural committee from serving successive terms, or from being a current or past Director of the Bammel Forest Civic Club.

XXX.

Changes to Article XXX are in italics.

It is agreed that all sales of tracts and dedication of streets in the subdivisions shall be subject to easements over and across said tracts as indicated on the plat(s) of said subdivisions which are recorded as herein above indicated, 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 utilities service in 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 to remove any or all obstructions and said easement, right-of-way, caused by trees, brush, shrubs, either on or overhanging or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the subdivisions and property owners thereof are hereby reserved

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and created in favor of any and all utility companies entering into and upon the portions of said subdivisions indicated on the plats thereof as reserved for easements.

XXXI.

Invalidation of any one of these covenants and restrictions by judgment, court order or other proceeding shall, in no way, effect any other of the provisions, hereof, which shall remain in full force and effect.

XXXII.

Changes to Article XXXII are in italics.

The restrictions and provisions herein contained shall be made a part of each and every contract and deed executed by or on behalf of the owners. Selling or conveying any land in BAMMEL FOREST, SECTION ONE, TWO, THREE, *and the contracting properties within PECAN FOREST*, by appropriate reference to this instrument and the provisions thereof, and same shall be considered a part of each contract and deed as though fully incorporated therein. These restrictions and provisions as herein set out shall be and are hereby imposed upon each lot or parcel of land in said additions, as shown by said plats referred to herein; and it is understood that the restrictions and provisions hereof shall inure to the benefit of the owners and the contracting owners, 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 herein above set out.

586-15-0328

APPROVAL AND CERTIFICATION BY CIVIC CLUB

APPROVAL of the above and foregoing **SECOND AMENDED AND RESTATED RESTRICTIONS** for **BAMMEL FOREST SUBDIVISION, SECTIONS ONE (1), TWO (2) AND THREE (3) and CONTRACTUAL COVENANTS for CONTRACTING PROPERTIES WITHIN PECAN FOREST SUBDIVISION** (the "amendment instrument") by the **BAMMEL FOREST CIVIC CLUB, INC.** (the "Civic Club") is hereby evidenced by duly authorized officers of the Civic Club, as shown by their signatures below. Further, this approval shall serve to evidence that the Civic Club's records reflect that all owners of Lots within Bammel Forest, Sections One (1), Two (2) and Three (3) and all owners of Lots within Pecan Forest were provided advance notice of the proposed amendment instrument and were given a fair opportunity to vote thereon, and that the required fifty-one percent (51%) approval was received in Bammel Forest, Sections One (1), Two (2) and Three (3) combined, as evidenced by the attached Signature Pages/Ballots. Further, some of the owners within Pecan Forest have elected to contractually bind themselves and their property to the amendment instrument, as evidenced by the attached Signature Pages/Ballots. Further, the Civic Club hereby consents to and approves the amendment instrument to be effective upon its filing of record in the Official Public Records of Real Property of Harris County, Texas.

EXECUTED this 19 day of May, 2004.

(201)
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BAMMEL FOREST CIVIC CLUB, INC.

By: Joe L. Travis

Printed Name: JOE L. TRAVIS
Office Held: President,
Bammel Forest Civic Club, Inc.

ATTEST:

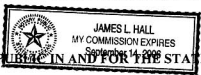
By: Cheryl Floyd

Printed Name: CHERYL FLOYD
Office Held: Secretary,
Bammel Forest Civic Club, Inc.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared JOE L. TRAVIS, President of **BAMMEL FOREST CIVIC CLUB, INC.**, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19 day of May, 2004.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

James L. Hall

586-19-0329