

12/31/83

100

35 Foot Roof Limit  
2 Story MAX

M401540

11/13/89 00474771 M401540 \$ 29.00

162-61-0527

Cont

STILLFOREST SUBDIVISION  
CERTIFICATION OF FORMAL CONSENT TO  
AND APPROVAL OF AMENDMENT TO  
RESTRICTIONS DATED DECEMBER 31, 1983

This certification evidences an amendment to the restrictions as amended and approved effective December 31, 1983 ("the Restrictions") by the owners of a majority of the acreage in Stillforest Subdivision, a subdivision lying entirely within the City of Piney Point Village, for which the original restrictions ("the Original Restrictions") were filed on January 7, 1948, in the Office of the County Clerk of Harris County, Texas under County Clerk's File No. 490948 and recorded in Volume 1706, Page 973 of the Deed Records in the Office of the County Clerk, and for which the Original Restrictions were renewed so as to be continuously in force and effect since January 7, 1948 by instruments recorded in Volume 3511, Page 7 and in Volume 3511, Page 17 of the Deed Records in the Office of the County Clerk and in Film Code No. 171-35-0235 et seq. and 171-35-0329 et seq. of the official Public Records of Real Property, Harris County, Texas.

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The undersigned, being the duly elected Chairman of the Neighborhood Committee of Stillforest Subdivision, hereby certifies that three-fourths (3/4) of the Lot owners in Stillforest Subdivision formally consented to and approved an amendment to the Restrictions in the form attached hereto as Exhibit "A."

It is the purpose of this certification to cause the amendment to be evidenced by the real property records of Harris County, Texas.

Executed this 31st day of October, 1989.

P. Allan Port  
P. ALLAN PORT, CHAIRMAN  
NEIGHBORHOOD COMMITTEE,  
STILLFOREST SUBDIVISION

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SUBSCRIBED, sworn to, and acknowledged before me this 31st day of October, 1989 by P. Allan Port.



Kathy L. Taylor  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

KATHY L. TAYLOR  
Typed Name of Notary

COMMISSION EXPIRES: 10/17/90

J287409

060-83-2005

12/20/83 00020701 J287409 40'02.25

RESTRICTIONS OF

RECORDED IN

STILLFOREST SUBDIVISION

FILED: \_\_\_\_\_, 1983 at \_\_\_ a.m.

JOHN D. TAYLOR SURVEY

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

THAT this document constitutes the restrictions as amended and approved effective December 31, 1983 by the owners of a majority of the acreage in the tract of land described herein for which the original restrictions (Original Restrictions) were filed on January 7, 1948, in the office of the County Clerk of Harris County, Texas under said County Clerk's File No. 490948 and recorded in Volume 1706 at Page 973 of the Deed Records in the office of said County Clerk, and for which said Original Restrictions have been renewed so as to be continuously in force and effect since January 7, 1948 by instruments recorded in Volume 3511 at Page 7 and in Volume 3511 at Page 17 of the Deed Records in the office of said County Clerk and in Film Code No. 171-35-0235 et seq. and 171-35-0329 et seq. of the official Public Records of Real Property, Harris County, Texas

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THAT said tract of land is known and herein referred to as Stillforest Subdivision (the Subdivision), a subdivision lying entirely within the incorporated City of Piney Point Village. The private road occupying the easement dedicated by the original Grantors and described in Article 11 is known and herein referred to as Stillforest Drive. Stillforest Drive is sometimes styled East Stillforest Drive, or West Stillforest Drive as appropriate, or simply Stillforest, these being one and the same private road. "Stillforest" is sometimes styled "Still Forest".

THAT Article 18 of said original restrictions provided as follows: "These restrictions shall be binding and effective until December 31, 1973, (except where otherwise herein provided), but at any time within five years from said date, the majority of the then owners of property in said Subdivision may, by written instrument signed and acknowledged by them, and recorded in the office of the County Clerk of Harris County, Texas, extend these restrictions (or any others hereafter adopted with reference to this property in accordance herewith) for a period of ten years additional, and then similarly for successive periods of ten years as often and as long as the majority of the then owners of property in said Subdivision may desire. Such actions, when taken will be binding upon all the then owners of property in said Subdivision."

NOW THEREFORE, for the purpose of creating and carrying out and maintaining a uniform plan for the improvement of Stillforest Subdivision as a high class, restricted district, the following restrictions, covenants, reservations, liens and charges upon the use of said property are hereby established and shall be referred to, adopted and made part of each and every contract and deed executed after December 31, 1983 conveying said property or any part thereof by appropriate reference to the restrictions, making the same part of such conveyance to all intents and purposes as though incorporated at length therein; and effective December 31, 1983 said restrictions shall be and are hereby imposed upon each tract or parcel of land in said Subdivision for the benefit of each and every owner or purchaser of lands in said Subdivision, their heirs and assigns; and said restrictions shall constitute covenants

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running with the land and every contract and deed conveying said land or any part thereof shall be conclusively deemed to have been executed, delivered and accepted upon the express conditions, covenants and restrictions herein contained, to-wit:

ARTICLE I: CONTINUATION OF THE NEIGHBORHOOD COMMITTEE AND DUTIES THEREOF

A. The owners of all sites whether vacant or improved in Stillforest Subdivision shall continue to elect, as provided in Article 10 of the Original Restrictions, a committee from among their number, said committee now to consist of five (5) members and said committee is to be known as the Stillforest Neighborhood Committee (the Committee). Election of the members to the Committee shall take place at the annual meeting as provided in Article V.A. herein. At the September, 1984 annual meeting, five members shall be elected, three (3) members elected to a two (2) year term and two (2) members to a one (1) year term. Thereafter, and in alternating years, three (3) members and two (2) members shall be elected, such that each member serves a two (2) year term. Voting for members of the Committee shall be as for approval of the Maintenance Fund provided in Article V herein in that each owner may cast votes which are weighted proportionate to the amount of acreage to which said owner holds legal title; provided, each owner must vote his weighted votes for a number of candidates equal to the number of positions to be filled; i.e., if a voter is entitled to cast 1.764 votes and there are three positions to be filled, the voter must cast 1.764 votes, no more, no less, for each candidate, up to three, that the voter votes for. Cumulative and distributive voting shall not be permitted. In ascertaining the winning candidates, the candidates receiving the most votes, equal to the number of positions to be filled, shall be elected; in case of a tie, a repeat vote shall be held as to the two tied candidates only. The Committee shall select, as a minimum number of officers, a Chairman, Vice-Chairman, and a Secretary-Treasurer.

B. The financial and business year shall run for twelve months from October 1 of one year to September 30 of the following year. The Secretary shall keep minutes of all meetings of the Committee and of Owners Meetings and the Treasurer shall maintain books and publish an accounting of the Maintenance Fund more fully described in Article V hereof showing annual receipts and disbursements and a balance sheet effective September 30 of each calendar year, and a pro-forma budget for the ensuing fiscal year. Members of the Committee may, at any time, be relieved of their position by a recall vote as set out in Article V.A. herein and substitute members therefore appointed by vote as set out in this Article I. Vacancies which occur during a member's term due to death, resignation, total sale of ownership tract, or other causes shall be filled by a majority vote of the remaining members of the Committee. A quorum of three (3) members shall be required for all Committee meetings, and a concurring vote of three (3) members shall be required for action of the Committee. The Chairman or Acting Chairman shall be responsible for calling all meetings by giving reasonable, actual notice to Committee members prior to each meeting. The duties of the Neighborhood Committee shall be to:

1. Call an annual meeting in September of all owners as provided in Article V.A. hereof for the purposes of submitting the financial statements described in this Article I, electing new members to the Committee, and acting upon such matters as the owners shall motion

from the floor. The Committee shall also call special meetings of all owners as the need for such shall arise.

2. Collect and expend, in the interest of Stillforest Subdivision as a whole, the Maintenance Fund more fully described in Article V.B. hereof; provided, however, that single matters requiring expenditure of funds in excess of twenty-five percent (25%) of the assets of the Maintenance Fund shall be approved by affirmative vote of owners of a majority of the acreage in Stillforest Subdivision.
3. Enforce, by appropriate proceedings, the covenants and restrictions recited herein.
4. Enforce or release any lien imposed on any part of Stillforest Subdivision by reason of a violation of any of these covenants or restrictions, or by reason of any provision recited herein.
5. Approve or disapprove plans and specifications for improvements in Stillforest Subdivision submitted to it in accordance with the provisions recited herein. Improvements shall be construed as any buildings, including residences, detached garages, carports, out-buildings, and any other structures of any kind or character, including but not limited to, swimming pools, tennis courts, sports courts, masonry mail-boxes, and driveway and walkway crossings of the drainage ditches located along Stillforest Drive or other dedicated easements as described in Articles II and III hereof.
6. Purchase insurance for the purpose of insuring the Subdivision against liability accruing to the Subdivision or members thereof as a result of the private roadways, easements, etc. maintained by the Subdivision. When directed to by the owners, the Committee shall also bond the Treasurer in an amount equal to one-half (1/2) of the Maintenance Fund or fifteen thousand dollars (\$15,000.00), whichever is less.
7. At the expense of the Maintenance Fund, purchase and maintain adequate general liability and officers' and directors' liability insurance.

#### ARTICLE II. DESCRIPTION OF TRACT AND ROAD EASEMENTS

WHEREAS, NORMAN WAY of Harris County, Texas, was the owner of the following described tract of land:

That certain tract of land located in the JOHN D. TAYLOR SURVEY in Harris County, Texas, being the same tract sold by CHARLES SUSMAN ET UX to NORMAN WAY and conveyed by deed dated March 8, 1946, recorded in Volume 1431, Page 482 of the Deed Records of Harris County, Texas, reference to which is herein made for a more complete description of said tract:

AND WHEREAS CHARLES A. BAHR, JR., was the owner of the following described tract of land

068-83-2008

That certain tract of land located in the JOHN D. TAYLOR SURVEY in Harris County, Texas, being the same tract sold by CHARLES SUSMAN ET UX to CHARLES A. BAHR, JR. ET UX and conveyed by deed dated July 30, 1947, and recorded under Document No. 446956, in the office of the County Clerk of Harris County, Texas, reference to which is here made for a more complete description of said tract;

AND WHEREAS the said two tracts of land are adjoining tracts, and it was desired by the said NORMAN WAY and CHARLES A. BAHR, JR., hereinafter called "Grantors" to subdivide said tracts of land into residential building sites, subject the said tracts of land to uniform building and other restrictions and to dedicate a street or road, together with necessary and desirable easements for the use of public utilities;

NOW, THEREFORE, Know all men by these presents, that the said Grantors did dedicate for the use and benefit of the owners of any and all of the sites or subdivisions of the land above described, an easement for street or road purposes, over the following described portions of the above-described tracts of land:

TRACT ONE: (WEST STILLFOREST DRIVE)

BEGINNING at a 1-1/4 inch iron pipe located in the South line of Memorial Drive, said pipe being located North 89° 38' East 211 feet from the Northwest corner of the tract of land conveyed to NORMAN WAY as referred to above;

THENCE with the South line of Memorial Drive and following a curve to the left whose radius is 527.5 feet, whose delta is 12° 17', whose tangent is 57.54 feet and whose length is 114.62 feet to a point of reverse curve, the beginning point of the tract here described;

THENCE following a curve to the right whose radius is 43.13 feet, whose delta is 103° 05', whose tangent is 54.29 feet, and whose length is 77.60 feet to a point;

THENCE South 0° 16' West 330.06 feet to the point of a curve to the right;

THENCE following a curve to the right whose radius is 50 feet, whose delta is 91° 03', whose tangent is 50.93 feet, and whose length is 79.46 feet to a point;

THENCE North 88° 41' West 75.03 feet to the point of curve of a curve to the left;

THENCE following a curve to the left whose radius is 70 feet, whose delta is 90° 19', whose tangent is 70.39 feet, and whose length is 110.34 feet to a point;

THENCE South 01° 00' West 1380.14 feet to the point of curve of a curve to the left;

THENCE following a curve to the left whose radius is 70 feet, whose delta is 89° 41', whose tangent is 69.51 feet, and whose length is 109.57 feet to a point;

THENCE South 88° 41' East 176.27 feet to a 3/4-inch iron pipe for corner;

THENCE North 00° 16' East 40.01 feet to a 3/4-inch iron pipe;

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THENCE North  $88^{\circ} 41'$  West 174.45 feet to the point of curve of a curve to the right;

THENCE following a curve to the right whose radius is 30 feet, whose delta is  $89^{\circ} 41'$  whose tangent is 29.83 feet, and whose length is 46.96 feet to a point;

THENCE North  $01^{\circ} 00'$  East 1380.15 feet to the point of curve of a curve to the right;

THENCE following a curve to the right whose radius is 30 feet, whose delta is  $90^{\circ} 19'$ , whose tangent is 30.17 feet, and whose length is 47.29 feet to a point;

THENCE South  $88^{\circ} 41'$  East 156.69 feet to a 3/4-inch iron pipe;

THENCE North  $00^{\circ} 16'$  East 490.17 feet to an iron pipe in the South line of Memorial Drive;

THENCE in a Westerly direction with the South line of Memorial Drive 87.17 feet more or less to the beginning point of the tract here described.

TRACT TWO: (EAST STILLFOREST DRIVE)

BEGINNING at a 1-1/4-inch iron pipe in the South line of Memorial Drive, said pipe being located North  $89^{\circ} 38'$  East 211.0 feet from the Northwest corner of the tract conveyed to NORMAN WAY as hereinabove stated;

THENCE in an Easterly direction with the South line of Memorial Drive, and following a curve to the left, whose radius is 527.5 feet, whose delta is  $21^{\circ} 55'$  and whose length is 201.79 feet to an iron pipe for the beginning point of the tract here described;

THENCE South  $00^{\circ} 16'$  West 490.17 feet to a 3/4-inch iron pipe;

THENCE South  $88^{\circ} 41'$  East 158.56 feet to the point of curve of a curve to the left;

THENCE following a curve to the left whose radius is 30 feet, whose delta is  $88^{\circ} 33'$ , whose tangent is 29.25 feet, and whose length is 46.36 feet to a point;

THENCE South  $00^{\circ} 08'$  East 1380.56 feet to the point of curve of a curve to the right;

THENCE following a curve to the right whose radius is 30.0 feet, whose delta is  $91^{\circ} 27'$ , whose tangent is 30.77 feet, and whose length is 47.88 feet to a point;

THENCE North  $88^{\circ} 41'$  West 167.07 feet to a 3/4-inch iron pipe;

THENCE South  $00^{\circ} 16'$  West 40.01 feet to a 3/4-inch iron pipe;

THENCE South  $88^{\circ} 41'$  East 166.38 feet to the point of curve of a curve to the left;

THENCE following a curve to the left whose radius is 70.0 feet, whose delta is  $91^{\circ} 27'$ , whose tangent is 71.79 feet, and whose length is 111.72 feet to a point;

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THENCE North  $00^{\circ} 08'$  West 1380.75 feet to the point of curve of a curve to the left;

THENCE following a curve to the left whose radius is 70.0 feet, whose delta is  $88^{\circ} 33'$ , whose tangent is 68.25 feet, and whose length is 108.18 feet to a point;

THENCE North  $88^{\circ} 41'$  West 78.35 feet to a point of curve of a curve to the right;

THENCE following a curve to the right whose radius is 50.0 feet, whose delta is  $88^{\circ} 57'$ , whose tangent is 49.09 feet, and whose length is 77.63 feet to a point;

THENCE North  $00^{\circ} 16'$  East 384.94 feet to a point of curve of a curve to the right;

THENCE following a curve to the right whose radius is 50 feet, whose delta is  $61^{\circ} 27'$ , whose tangent is 29.71 feet, and whose length is 53.63 feet to a point in the South line of Memorial Drive;

THENCE in a Westerly direction with the South line of Memorial Drive, 55.24 feet more or less to the beginning point of the tract herein described.

By the acceptance of a deed to any site in said Subdivision, the grantee in each said deed has covenanted and agreed and is hereby obligated and bound that he will not obstruct and that he will use for ingress and egress, transmission of utilities and drainage purposes only, and in such a way as to not prevent or interfere with its use for similar purposes by the other owners of any sites in said Subdivision, the private roadway and adjacent drainageway hereinabove dedicated.

All sites or lots resulting from the subdivision of the two first above-described tracts have been and shall hereafter be conveyed subject to easement for said above-described private roadway and further subject to the utility and drainage easements and restrictions set forth herein below, all of which are in the nature of covenants as provided by the original Grantors, Norman Way and Charles A. Bahr, Jr., and as revised subsequent to such original grant.

The lots, acreage, and survey lines existant at the time of adoption of these restrictions are shown in the plat and survey attached hereto and, with the concurrence of the signatories hereon, for all purposes incorporated herein as Exhibit "A", including a representation of those acres which were taken by Harris County and/or the City of Piney Point Village through condemnation or other legal proceedings for the purposes of extending San Felipe Drive through to Memorial Drive.

### ARTICLE III. DESCRIPTION OF UTILITY AND DRAINAGE EASEMENTS

A. As provided by said original Grantors, there is specifically reserved to and for the use and benefit of all public utility companies and all owners of property in Stillforest Subdivision, easements as hereinafter described and the right to construct, maintain, operate and repair drainage ditches, sewer lines, gas and water lines, telephone and electric lines, cable television lines, poles and service for the supply of water, gas, light, power, telephone service, and proper drainage to said area and the inhabitants thereof and for all

other purposes incident to the development and use of said property as a residential community. Said easements are defined as follows:

1. [Along the entire West side of Stillforest Subdivision:] A ground easement ten feet in width over and across the West side of the tract conveyed to Norman Way as hereinabove referred to, and an aerial easement ten feet in width from a plane twenty feet above the ground upward, adjacent to the foregoing ground easement.
2. [Along the entire East side of Stillforest Subdivision:] A ground easement ten feet in width over and across the East side of the tract conveyed to Charles A. Bahr, Jr. as hereinabove referred to and an aerial easement ten feet in width from a plane twenty feet above the ground upward, adjacent to this ground easement.
3. [From the East line to the West line of Stillforest Subdivision along the North line of Lots 17, 18, 19 and 20:] A ten foot ground easement and a twenty foot aerial easement from a plane twenty feet above the ground upward, the center line of both of which is described as follows:

STARTING at the Northwest corner of the tract conveyed to NORMAN WAY as hereinabove referred to;

THENCE South 01° 19' West 1088.41 feet to the beginning point of the line here described, said line to run

THENCE South 88° 41' East 854.98 feet more or less to a 3/4-inch iron pipe in the East line of the Bahr tract hereinabove referred to.

4. [From the common corner of Lots 6, 7, 10 and 11 Southward to Buffalo Bayou:] A ten foot ground easement and a twenty foot aerial easement from a plane twenty feet above the ground upward the center line of both of which is described as follows:

STARTING at the Northwest corner of the tract conveyed to NORMAN WAY as hereinabove referred to;

THENCE South 01° 19' West 680.15 feet to a point;

THENCE South 88° 41' East 420.0 feet to the beginning point of the line here described, said line to run

THENCE South 00° 16' West 1480.59 feet more or less to the North bank of Buffalo Bayou.

#### ARTICLE IV: RESTRICTIONS GOVERNING PROPERTY

A. The following restrictions shall apply to all property within the Subdivision:

1. No business house, sanitarium, hospital, saloon, place of public amusement or entertainment, livery stable, factory, warehouse, duplex or apartment house, rooming house, boarding house, or place of business of any



kind (either similar or dissimilar to the sorts hereinabove enumerated) shall be constructed, built, kept or maintained on any site or sites in Stillforest Subdivision, nor shall any building on any site or sites in Stillforest Subdivision be used for any such purpose, but shall be used for single family residence purposes only.

2. No nuisance shall ever be erected or suffered to remain upon any site or sites in Stillforest Subdivision. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
3. No sheep, goats, horses, cattle, swine, chickens, or live stock of any kind shall ever be kept or harbored on any part of Stillforest Subdivision, whether vacant or improved. Dogs, cats, or other common household pets of the domestic variety may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided that no more than three (3) of each type of animal is kept. All dogs shall be kept in a fenced area or secured by chain or leash and no animal will be allowed to roam or run about at large. Furthermore, all dogs and cats shall wear a collar at all times exhibiting a current rabies vaccination tag. Nothing herein contained shall ever be construed so as to permit the keeping of animals or pets to become a nuisance or to become obnoxious to the occupants or owners of neighboring property, or to become a hazard to the health, welfare and well-being of the community, and all animal owners are responsible for any property damage, mess, injury, and disturbances their pet may cause or inflict.
4. No signs, billboards, posters or advertising devices of any character shall be erected within Stillforest Subdivision.
5. No trash, or refuse of any kind or character may be placed or deposited on any vacant site, or upon Stillforest Drive, including the unpaved easement for Stillforest Drive.
6. No building material of any kind or character shall be placed upon the Stillforest Drive roadway including the unpaved easement for Stillforest Drive, it being distinctly agreed and understood that all building material to be used in the construction of improvements shall be placed, upon delivery, within the property lines and off the easements, both road and utility, of the site or sites upon which the improvements are to be constructed. Furthermore, no building material shall be placed or stored upon any site or sites until the owner thereof is within thirty (30) days of commencement of construction of improvements. Upon completion of the improvements, all surplus materials shall be removed from the premises within thirty (30) days.
7. Any new construction, including remodeling or renovation, which involves exterior defacement of existing structures must be completed within a period not to exceed three hundred sixty five (365) consecutive days, unless extended with approval of the Committee. Prior to commencement, the owner of said new construction, remodeling, or renovation shall reach agreement in writing with the Committee as to the starting date and the acceptable definition of "completion".

8. Any owner or contractor or other agent of any owner intending to perform new construction or renovation involving more than one use of heavy equipment such as, but not limited to, cargo trucks, dump trucks, ready mix cement trucks, or heavy earth moving equipment, and having any one axle load in excess of twenty thousand (20,000) pounds, must post a bond in the amount of ten thousand dollars (\$10,000) in favor of the Committee. Funds from said bond shall be used exclusively for repair of damage to Stillforest Drive and its drainage ways caused by ingress and egress of said heavy equipment.
9. No owner of any site in Stillforest Subdivision shall cause the ditches or other drainage ways to be altered or obstructed in any way that will impede the drainage of adjoining sites or degrade the integrity of the drainage of Stillforest Subdivision as a whole. New, replaced, or relocated driveway or walkway culverts, whether located within existing ditches or other drainage ways or not, shall be set to the "proposed" grade level as set forth in the "Drainage Study for Stillforest Subdivision, Harris County, Texas" by F. G. Huffman and Associates, Surveyors, said document being a survey of the drainage system of Stillforest Subdivision dated February 1983 (or any subsequent survey approved by the Committee). Said document shall be kept in the files of the Committee and shall be available to all owners for inspection and copying.
10. Installation of buried culverts longer than thirty (30) feet, or shorter than fifteen (15) feet for driveways, within the ditches paralleling Stillforest Drive is prohibited. Material for culverts shall be reinforced concrete pipe. Headwalls shall be installed if said culverts are to be paved over with concrete. Culvert sizes shall be eighteen (18) inches or larger in diameter, except that the minimum size shall be thirty (30) inches in diameter if located south of and downstream of the existing thirty (30) inch culverts which cross under Stillforest Drive between original lots 31 and 32 and between original Lots 29 and 30.
11. Installation of curbs within the easement for Stillforest Drive is prohibited, except that the Committee may authorize such curbs where the integrity of the paving of Stillforest Drive is endangered by the chronic failure of automotive traffic to stay upon the pavement.
12. No fence, wall, gateway, pillar, post, or rows of pillars or posts, hedge, or similar fixture shall be placed on any site nearer to Stillforest Drive than is permitted for the main residences of said site. For the purposes of these restrictions, a hedge shall be defined as a row planting exceeding three (3) feet in height which obscures an open plain of vision.
13. Should a hedge, shrub, tree or flower, or any other planting or temporary improvement be placed or afterwards grow so as to encroach upon adjoining property, such encroachment is wholly at the risk of the owner of the land on which it exists and shall be removed promptly upon the request of the Committee. Dead trees whose fall would encroach upon adjoining property or the easement for Stillforest Drive or otherwise be a hazard shall be promptly removed upon

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request of the Committee and the existence of dead trees is wholly at the risk of the owner of the land on which they exist. If an owner shall not have completed any removal within thirty (30) days of receipt of written notice from the Committee, the Committee may cause such removals to be done and shall bill the owner for the cost, and such billing shall constitute a lien upon the site.

14. Owners of sites, whether vacant or improved, shall be responsible for keeping their easement for Stillforest Drive free of weeds, brush, or other wild or planted growth. If within thirty (30) days of receipt of written notice from the Committee, owners shall not have mowed or cleared such growth, the Committee shall cause such mowing or clearing to be done and shall bill the owner for the cost, and such billing shall constitute a lien upon the site.
15. No privy, cesspool, or new septic tank shall be erected or maintained on any part of the Subdivision, and septic tanks existing on December 31, 1983 shall be maintained in accordance with the requirements and specifications of the state and local Health Departments.
16. Only one single-family residence and its usual accessories (including servant's quarters for the exclusive service of the residence) shall be constructed or permitted on each site or separate parcel of land in said Subdivision, but the owner or owners of any of said sites may subdivide or resubdivide his or their property into smaller sites, with the privilege of placing or constructing one single-family residence and its usual accessories on each such smaller tract, provided that no such subdivision or resubdivision results in any site smaller than nine tenths (0.90) acre inclusive of the easement for Stillforest Drive and the utility easements.
17. Any new, remodeled, or otherwise altered residence which may hereafter be erected or constructed in Stillforest Subdivision shall have a minimum usable interior floor area of three thousand (3,000) square feet. In making the determination of floor area, the enclosed living floor space shall be counted at its full measured area while the area of attached garages and covered open air porches, loggia or balconies shall be valued at one-half the measured area. Ground floor area shall be determined by measurement along the extremes of the load bearing foundation. Enclosed living floor space in second storeys shall be counted, but attic or basement space shall not be counted. In making the minimum size determination, proposed future expansions shall not be counted at all.
18. The maximum building area on any site shall not exceed thirty (30) percent of the total area of said site exclusive of easement area for Stillforest Drive, subject to the requirements of paragraph 24. Said building area is defined as the sum of the areas of all structures on the site as measured along the extremes of the load bearing foundation or the extremes of the supporting columns, as applicable.
19. The maximum height of the roof line of any structure shall not exceed thirty (30) feet as measured from the main grade level. No residence or outbuilding shall have more than two storeys.

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20. The exterior of any new construction or renovation must conform in execution to the plans submitted to the Neighborhood Committee for approval as set out in Item 21 hereinbelow.
21. No improvement shall be erected, placed or altered on any tract in this Subdivision until the external design and location thereof have been approved in writing by the Committee, provided however, that if the Committee fails to approve or disapprove of such location and design within forty-five (45) days after such plans have been formally submitted to it in writing by delivering such plans to a member of the Committee, such approval is not required. No such submittal shall be resubmitted to the Committee unless revised in accordance with the directives of the Committee.
22. No garage or servants quarters or other unattached buildings shall be erected or placed on any site with roof or outside walls not in harmony with the roof or outside walls of the main residence on the tract. Vehicle doors on garages whether said garage is attached or unattached shall not face Stillforest Drive unless the setback is one hundred fifty (150) feet or more from the front or side easement line for Stillforest Drive.
23. The main residence on any site shall face the front building line of such tract and where possible shall have the main entrance facing Stillforest Drive, except where the width of the tract is one hundred twenty (120) feet or less as measured along the easement line for Stillforest Drive.
24. The following building line restrictions are hereby imposed on all sites in said Subdivision:
  - a. No portion of any residence shall be built within sixty (60) feet of the nearest front easement boundary of Stillforest Drive nor within 25 feet of any side property line or side easement nor within 10 feet of any back property line.
  - b. No unattached garage, vehicle shelter, or other outbuilding shall be built or overhang within one hundred (100) feet of the nearest front easement boundary of Stillforest Drive, nor within ten (10) feet of any side property line, and in no case within twenty-five (25) feet of any easement for Stillforest Drive. But, if the garage or other outbuilding is attached to and a part of the residence, it shall conform to the foregoing building restrictions for such residence.
  - c. No swimming pool, tennis court, sports court, or other similar facility shall be built within seventy (70) feet of a front easement line for Stillforest Drive, nor within twenty-five (25) feet of any side property line (unless beyond and behind the rear line of the house, in which case said pool or other facility may be within ten (10) feet of a side property line), nor within ten (10) feet of a rear property line, and in no case within twenty-five (25) feet of any easement for Stillforest Drive as measured to the facility's nearest edge. All swimming pools must be enclosed by fencing or wall so as not to become an attractive nuisance.

- d. Site improvements of any type or form which exist as of December 31, 1983 and which are in violation of any provision of these restrictions shall not be considered as precedents which invalidate any provision of these restrictions, and any such violations shall not be considered by the Committee as precedents for granting variances after said filing date.
25. No boat, trailer, recreational vehicle (RV), camper body or similar vehicle shall be parked for storage in the front driveway or front yard of any dwelling closer to the roadway than the actual front residence building line.
26. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence or living quarters, either temporarily or permanently.
27. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
28. No building previously constructed elsewhere shall be moved onto any lot in the Subdivision.
29. Any radio and/or television reception antenna erected on the exterior of any dwelling in this Subdivision shall not extend more than ten (10) feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10) feet to the front building line of the respective dwelling. No such antenna may be erected in the Subdivision save and except for an antenna erected on the exterior of a dwelling in accordance with this provision, and not on the exterior of any other buildings or garage or in the yard, trees or other location. CB antennas, home radio antennas, short-wave antennas, microwave/TV antennas, and any similar antennas other than standard radio and TV reception antennas are prohibited in the Subdivision.

ARTICLE V: CONTINUATION OF MAINTENANCE FUND

A. There shall be held during the month of September of each year an annual meeting of the Subdivision, the purpose of which shall be to elect members of the Committee, set the amount of the maintenance charge to be assessed each tract, and conduct other necessary business of the Subdivision. The annual meeting shall be called by reasonable written notice distributed by the Committee to all owners. A quorum of owners representing thirty percent (30%) of the acreage shall be necessary to convene the meeting, represented either in person or by proxy.

B. All tracts in said Subdivision are subjected to an annual maintenance charge not to exceed three hundred dollars (\$300) per acre or part of an acre (subject to escalation as herein provided) for a period of ten (10) years beginning

October 1, 1983 for the purpose of continuing a fund known as the Maintenance Fund established in Article 17 of the original restrictions. Said annual maintenance charge is to be paid by the owners of each and all of the sites in said Subdivision on or before the 31st day of December, it being understood that the annual fiscal period runs from September 30 of the current year to October 1 of the ensuing year. The amount of said charge will be proposed by the Committee and submitted for approval at the annual meeting of owners of property in Stillforest Subdivision; provided, however, the amount of said charge proposed at said meeting shall never be less than eighty dollars (\$80.00) per acre (also subject to escalation as herein provided). The maintenance charge must be approved by owners representing a majority of the acreage in Stillforest Subdivision and each owner vote shall be weighted proportionate to the amount of acreage to which said owner holds legal title (not counting in any such tally that acreage converted to public purposes by Harris County and/or the City of Piney Point Village through condemnation or other legal proceedings for the purposes of extending San Felipe Drive through to Memorial Drive, for so long as such acreage is utilized for public purposes); for example, if an owner holds legal title to 1.764 acres, he will be entitled to 1.764 votes for the purpose of approving the annual maintenance charge. Provided, however, that should a maintenance charge not be approved, the previous year's maintenance charge shall continue in effect. Any owner unable to attend said annual meeting may vote by proxy on said maintenance charge. Failure to vote in person or by proxy shall be considered a vote in favor of the proposed annual maintenance charge.

C. The Neighborhood Committee shall be vested with the Authority to invest as large a portion of the Maintenance Fund as deemed reasonably prudent in guaranteed certificates of deposit, federally insured accounts, or other similarly guaranteed and insured investment accounts. The Committee shall be authorized, by a majority vote of three (3) members of the Committee, to approve all expenditures of sums from the Maintenance Fund, subject to the constraints provided herein. Each payment larger than one thousand dollars (\$1,000.00) shall be by check cosigned by the Treasurer and at least one other officer of the Committee.

D. From and after January 1, 1984, the maximum maintenance charge of three hundred dollars (\$300.00) per acre and the minimum maintenance charge of eighty dollars (\$80.00) shall be adjusted annually for each fiscal year by an amount equivalent to the percentage change in the Consumer Price Index (CPI) published by the U.S. Department of Labor, specifically the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, all items unadjusted for seasonal variation. The CPI adjusted minimum and maximum maintenance charge for any forthcoming year shall be determined by multiplying the previous year's maximum and minimum maintenance charge (\$300.00 and \$80.00 respectively for the initial year) times the ratio of the CPI index for the most recently available quarter of the current year to the CPI index for the prior year. In the event that the aforementioned Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average is not published by the U.S. Department of Labor, the maximum annual assessment shall be adjusted by the use of any similar applicable index currently published by the United States Government. If no similar applicable index is published, then the maximum annual assessment shall be increased by an amount equal to the average percentage increase over the previous history of the Committee.

068-03-2018

E. The Committee may levy in any fiscal year, applicable to that year and payable over not more than the next five (5) succeeding years, a Special Assessment against the Lots, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such Special Assessment shall be approved at a special meeting called therefor by the Committee with thirty (30) days written notice to all owners. Voting and approval shall be as for approval of the Maintenance Fund at the annual meeting, provided that failure to vote in person or proxy at such special meeting shall not be considered a vote in favor of the proposed Special Assessment. The Committee may from time to time establish fees for special services provided to or on behalf of the owners. The setting of such fees shall require the approval of the owners at a special meeting as herein provided.

F. The sums described herein shall be paid to the Neighborhood Committee and shall be held by it in trust in said Maintenance Fund to be expended, subject to the constraints of Article I.B.2. hereof, for any and all of the following: lighting, improving and maintaining Stillforest Drive, improving and maintaining drainage ways, collecting and disposing of garbage, ashes and other refuse, employing policemen and watchmen, purchase of bonds and insurance, filing liens, attorney fees, and doing any other thing necessary or desirable in the opinion of the Committee to keep Stillforest Subdivision neat and in good order, or anything which it considers of benefit to the owners and occupants of Stillforest Subdivision. Said Maintenance Fund shall, in any event, exist for a period of ten years from December 3, 1983, and at any time during said ten years ending December 31, 1993, the majority of the then owners may, by vote, continue said Maintenance Fund for additional periods of ten years.

#### ARTICLE VI: GENERAL

A. These restrictions shall be binding and effective until December 31, 1993, but at any time within five years from December 31, 1993, a majority of the then owners of property in said Subdivision may, by written instrument signed and acknowledged by them, and recorded in the office of the County Clerk of Harris County, Texas, extend these restrictions or any others hereafter adopted for a period of ten years additional, and then similarly for successive periods of ten years as often and as long as the majority of the then owners of property in Stillforest Subdivision may desire. Such actions when taken will be binding upon all of the then owners of property in Stillforest Subdivision.

B. Unless otherwise provided herein, for purposes of this document a majority is defined as ownership of more than fifty percent (50%) of the acreage in Stillforest Subdivision.

C. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any person or persons owning property in said Subdivision and for the Neighborhood Committee as a separate entity to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants to prevent him or them from so doing and to recover damages or other dues for such violation.

068-03-2019

D. Every grantee accepting any conveyance of any tract or tracts in said Subdivision shall be conclusively deemed by such acceptance to agree and consent to all of the within and here-going restrictions, covenants, easements and reservations and to the maintenance charges hereinabove continued, and to secure the payment of said maintenance charges a vendor's lien shall exist and may be enforced against any Lot or tract in the Subdivision.

E. Invalidation of any one of these covenants and restrictions by judgment, court order or other proceeding of appropriate jurisdiction shall not otherwise affect any of the other provisions hereof, which shall remain in full force and effect. It is the intention of the owners whose signatures are affixed hereto, pursuant to Paragraph 17 of the Original Restrictions, that these amended restrictions shall supplant and in all things replace said Original Restrictions as applicable to all properties in Stillforest Subdivision. Should a judgment, court order or other proceeding of appropriate jurisdiction find and determine as a matter of law this amendment, its substance or the procedure involved in its adoption, to be beyond the authority of the owners, and/or to be wholly or partially invalid and without legal effect as applied to one or more properties in Stillforest Subdivision due to its substance or the procedure involved in its adoption, sufficient to question the continuation of restrictions in Stillforest Subdivision, then the signatories hereto do hereby declare that under such circumstances their intention in signing this document was to perpetuate and continue in full force and effect for an additional ten (10) year period until December 31, 1993 the Original Restrictions applicable to the aforesaid Subdivision, filed for record on January 7, 1948 in the office of the County Clerk of Harris County, Texas, under said County Clerk's File No. 490948 and now recorded in Volume 1706 at page 673 of the Deed Records in the office of said County Clerk as those Original Restrictions were properly extended for an additional ten (10) year period pursuant to Paragraph 17 thereof by instruments recorded in Volume 3511 at page 7, and in Volume 3511 at page 17, film code nos. 171-35-0135 et seq. and 171-35-1229 et seq. of the Deed Records in the office of the County Clerk of Harris County, Texas, and that by affixation of their signatures hereto it is the intent of said signatories and owners of Stillforest Subdivision that their property be and is restricted for the aforesaid additional ten (10) year period in accordance with said Original Restrictions.

F. In accordance with Article 13 of Ordinance No. 290 of the City of Piney Point Village if any provisions of this instrument provide higher standards than are required by said Ordinance 290, the provisions of this instrument shall prevail, and if this instrument is silent upon any provisions of said Ordinance 290, the provisions of said Ordinance 290 shall prevail.

G. These restrictions may be amended at any time by the formal consent and approval of three-fourths (3/4) of the Lot owners in the Subdivision, with one vote allowed for each Lot or tract separately identified by separate deed duly recorded in the courthouse of Harris County, Texas, and any changes or amendments of these restrictions will be binding on all Lots and tracts and the owners thereof and shall apply to any buildings or structures not started at the time of such amendment.

H. Any improvement that was not in violation of previous restrictions at the time the improvement was made shall be exempt from these restrictions.



068-83-2020

ARTICLE VII: RATIFICATION

A. This instrument is executed to become effective on December 31, 1983 by the undersigned owners of the sites in Stillforest Subdivision in counterparts which together shall constitute but one instrument, binding upon each of the undersigned and all other owners in Stillforest Subdivision and their respective heirs, administrators, executors, personal and legal representatives, successors and assigns, for and during the period extending from December 31, 1983 to December 31, 1992, and effective for all purposes as of December 31, 1983.

3

Notice

①

20150569809  
12/21/2015 RP1 \$24.00

**ADDITIONAL DEDICATORY INSTRUMENTS**  
**for**  
**STILLFOREST NEIGHBORHOOD COMMITTEE**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Mitchell Katine**, who, being by me first duly sworn, states on oath the following:

"My name is **Mitchell Katine**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the attorney for Stillforest Neighborhood Committee. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

**First Amendment to the Bylaws of Stillforest Neighborhood Committee**

DATED this 11 day of December, 2015.

STILLFOREST NEIGHBORHOOD COMMITTEE

BY: *[Signature]*  
Mitchell Katine, attorney

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 11<sup>th</sup> day of December, 2015, by **Mitchell Katine**, attorney for Stillforest Neighborhood Committee, a Texas non-profit corporation, on behalf of said corporation. *201*

*[Signature]*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After recording return to:

Katine & Nechman L.L.P. *[Signature]*  
Attorneys and Counselors at Law  
1834 Southmore Boulevard  
Houston, Texas 77004  
713-808-1001

RECORDERS MEMORANDUM

Seal is Missing

RP 696-48-1029

**FIRST AMENDMENT TO THE BYLAWS OF  
STILLFOREST NEIGHBORHOOD COMMITTEE**

WHEREAS, the STILLFOREST NEIGHBORHOOD COMMITTEE (the "Association") is governed by the Renewal and Extension of the Restrictions for Stillforest Subdivision (filed under Harris County Clerk's File Number 20120045675), as amended by the Amendment to the Restrictions for Stillforest Subdivision (filed under Harris County Clerk's File Number 20130590953) (collectively the "Declaration"); and

WHEREAS, the STILLFOREST NEIGHBORHOOD COMMITTEE (the "Association") is also operated in part by Bylaws of Stillforest Committee dated March 1, 2014 (filed under Harris County Clerk's File Number 20140093702) (the "Bylaws"); and

WHEREAS, the Bylaws, paragraph 33, states that the Board of Directors may amend or repeal the Bylaws or adopt new Bylaws; and

WHEREAS, at a duly noticed board meeting of the STILLFOREST NEIGHBORHOOD COMMITTEE held on November 2, 2015, a motion was made, seconded, and unanimously approved by the board of directors of the Association, to amend paragraph 2 of the Bylaws as follows:

**ORIGINAL VERSION:**

**2. PROPERTY OWNERS ASSOCIATION**

The Association is intended to be a property owners association as defined in Section 204.004(a) of the Texas Property Code and formerly an unincorporated association. Moreover, the previously elected Stillforest neighborhood committee of five (5) members shall continue under the Association and be referred to herein as the Board of Directors of the Association as described below. The Stillforest Neighborhood Committee, a Texas non-profit corporation, Texas File No. 801909670, is the entity to which these Bylaws apply.

**NEW AMENDED VERSION:**

**2. PROPERTY OWNERS ASSOCIATION**

The Association is intended to be a property owners association as defined in Section 204.004(a) of the Texas Property Code and formerly an unincorporated association. The purpose of the Association is to obtain,


manage, construct, and maintain the Stillforest Subdivision properties, a residential real estate development. Moreover, the previously elected Stillforest Neighborhood Committee of five (5) members shall continue under the Association and be referred to herein as the Board of Directors of the Association as described below. The Stillforest Neighborhood Committee, a Texas non-profit corporation, Texas File No. 801909670, is the entity to which these Bylaws apply.


NOW, THEREFORE, the Bylaws, paragraph 2 has been amended to read as follows:

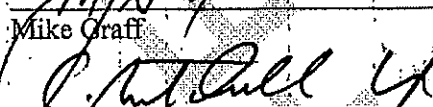
2. PROPERTY OWNERS ASSOCIATION

The Association is intended to be a property owners association as defined in Section 204.004(a) of the Texas Property Code and formerly an unincorporated association. The purpose of the Association is to obtain, manage, construct, and maintain the Stillforest Subdivision properties, a residential real estate development. Moreover, the previously elected Stillforest Neighborhood Committee of five (5) members shall continue under the Association and be referred to herein as the Board of Directors of the Association as described below. The Stillforest Neighborhood Committee, a Texas non-profit corporation, Texas File No. 801909670, is the entity to which these Bylaws apply.

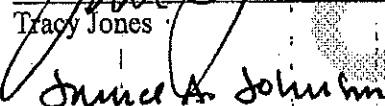
By our signatures hereto, the undersigned, being all of the directors of the Association, hereby confirm the unanimous approval at the Board of Directors meeting described above of the foregoing First Amendment to the Bylaws of the Association:

  
\_\_\_\_\_  
Nestor Vickman

  
\_\_\_\_\_  
Mike Graff

  
\_\_\_\_\_  
Mitch Cox

  
\_\_\_\_\_  
Tracy Jones

  
\_\_\_\_\_  
Jim Johnson

RECORDER'S MEMORANDUM:  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

REF 096-48-1832

FILED FOR RECORD  
8:00 AM

DEC 21 2015

*Stan Stewart*  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas

DEC 21 2015



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

UNOFFICIAL

#10

1989 Amendment to

Deed Restrictions

increase height of houses

from 30 to 35

AMENDMENT TO THE RESTRICTIONS  
FOR  
STILLFOREST SUBDIVISION

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

WHEREAS, the Restrictions of Stillforest Subdivision ("Original Restrictions"), dated December 26, 1947, were filed for record on January 7, 1948 at Volume 1706, Page 673 and Clerk's File No. 490948 of the Real Property Records of Harris County, Texas;

WHEREAS, the Original Restrictions were renewed for an additional ten (10) years from July 1, 1958 to July 1, 1968, by instrument filed for record in Volume 3511, Page 7 and Volume 3511, Page 17 of the Deed Records of the office of the County Clerk of Harris County, Texas;

WHEREAS, the Original Restrictions were renewed for an additional period of time from July 1, 1968 to December 1, 1973, by instruments which were filed for record on December 11, 1973 under Clerk's File No. E040654 and Film Code No. 171-35-0229 and Clerk's File No. E040655 and Film Code No. 171-35-0235, respectively, of the Deed Records of the office of the County Clerk of Harris County, Texas;

WHEREAS, the Original Restrictions were renewed for an additional ten (10) years from December 1, 1973 to December 1, 1983, by an instrument which was filed for record on December 23, 1973 under Clerk's File No. E048626 and Film Code No. 172-25-0536 of the Deed Records of the office of the County Clerk of Harris County, Texas;

WHEREAS, the Original Restrictions were renewed for an additional ten (10) years from December 1, 1983 to December 1, 1993 and amended by an instrument titled Restrictions of Stillforest Subdivision ("Amended Restrictions"), dated effective December 31, 1983, which was filed for record on December 20, 1983 under Clerk's File No. J287409 and Film Code No. 068-83-2005 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were amended by an instrument titled Stillforest Subdivision Certification of Formal Consent to and Approval of Amendment to Restrictions Dated December 31, 1993, executed October 31, 1989, and filed for record on November 13, 1989 under Clerk's File No. M401540 and Film Code No. 162-61-0527 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were amended by an instrument titled Stillforest Subdivision Certification of Formal Consent to and Approval of Amendment to Restrictions dated December 31, 1993, executed January 22, 1990, and filed for record on February 13, 1990 under Clerk's File No. M512566 and Film Code No. 169-63-1060 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were renewed for an additional ten (10) years from December 1, 1993 to December 1, 2003 by an instrument which was filed for record on December 8, 1993 under Clerk's File No. P593042 and Film Code No. 195-41-2262 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were renewed for an additional ten (10) years from December 31, 2002 to December 31, 2012 by an instrument which was filed for record on December 12, 2002 under Clerk's File No. W216715 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were renewed for an additional ten (10) years from December 31, 2012 to December 31, 2022 by an instrument which was filed for record on February 2, 2012 under Clerk's File No. 20120045675 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, Article VI, Paragraph G of the Amended Restrictions state, "[t]hese restrictions may be amended at any time by the formal consent and approval of three-fourths (3/4) of the Lot owners in the Subdivision, with one vote allowed for each Lot or tract separately identified by separate deed duly recorded in the courthouse of Harris County, Texas, and any changes or amendments of these restrictions will be binding on all Lots and tracts and the owners thereof and shall apply to any buildings and structures not started at the time of such amendment."

WHEREAS, the undersigned, being duly elected as the Chairman of the Neighborhood Committee of Stillforest Subdivision, hereby certifies that three-fourths (3/4) of the Lot owners in the Stillforest Subdivision formally consented to and approved this amendment to the Amended Restrictions as provided below;

NOW THEREFORE, Article IV, Paragraph 8 of the Restrictions is hereby amended to read as follows:

8. Any owner or contractor or other agent of any owner intending to perform new construction, or renovation of, or addition to an existing home, or modification of, or addition to, a lot (including pools, sports court, driveway, outbuildings or any other structures or fixtures) where a building or other permit is required, and / or involving the use of heavy equipment such as, but not limited to, cargo trucks, dump trucks, ready mix cement trucks, or heavy earth moving equipment, and having any one axle load in excess of twenty thousand (20,000) pounds ("Constructing Homeowner") must take the following actions:

- a. pay a non-refundable cash payment to the Stillforest Maintenance Fund to pay for future road repairs equal to 2% of the value of the new construction, renovation or addition, up to a maximum of \$5,000; and
- b. post a letter of credit in the amount of ten-thousand dollars (\$10,000) in favor of the Stillforest Subdivision. To the extent there is (i) visible road damage that could have been caused by the ingress and egress of said



heavy equipment and/or by normal additional wear and tear caused by regular construction crews, or (ii) damage of any type to the lawn or sprinkler system of any homeowner whose property boundary is within 175 feet in any direction of such lot under construction, an estimate of the damages will be obtained by the Neighborhood Committee, and such letter of credit may be drawn upon, in their reasonable judgment, to pay for road and / or lawn and sprinkler repairs. For part (ii) in the preceding sentence, a Constructing Homeowner may offer to repair any lawn or sprinkler damage directly at his own expense. Also, a neighbor who has suffered lawn or sprinkler damage will have no burden of proof that such damage was caused by nearby Constructing Homeowner's activities.

Both the non-refundable cash payment described in part (a) above and the letter of credit described in part (b) above must be provided to the Homeowner Committee when plans are submitted for approval. For the sake of clarity, the payment in part (a) above will not be drawn on to pay for visible damage to the street, which is the purpose of the bond. Neither (a) nor (b) should be construed as in any way limiting liability for damages.

NOW THEREFORE, Article IV, Paragraph 12 of the Restrictions is hereby amended to read as follows:

12. No fence, wall, gateway, gazebo, bollard, curb, pillar, pole, light pole, post, planter, vase, statue or rows of bollards, pillars or posts, hedge, or similar fixture shall be placed on any site nearer to Stillforest Drive than is permitted for the main residences of said site however such hedges may be planted immediately adjacent to the house itself. For the purposes of these restrictions, a hedge shall be defined as a row planting exceeding three (3) feet in height which obscures an open plane of vision of the front of a house when viewing from the street directly in front of such house. Mail boxes are permitted in conformity with postal regulations provided they are no more than 48 inches high and no larger than 30 inches on any side at the widest point.

Decorative stones or bricks or similar material may be placed nearer to Stillforest Drive than is permitted for the main residence in the following circumstances only: when such stones or bricks or similar material are used as a border to a flower bed or a driveway, provided however that such decorative materials (i) may not exceed eight (8) inches in height above the level of the ground or driveway, and (ii) is not more than 35 feet nearer to Stillforest than is permitted for the main residence of said site.

NOW THEREFORE, Article IV, Paragraph 19 of the Restrictions is hereby amended to read as follows:

19. The maximum height of the roofline of any structure shall not exceed thirty-five (35) feet as measured from the natural grade level. No outbuildings shall have more than two stories. A story shall be defined as a finished and air conditioned space suitable for habitation.

NOW THEREFORE, Article IV, Paragraph 21 of the Restrictions is hereby amended to read as follows:

21. No improvement shall be erected, placed or altered on any tract in this Stillforest Subdivision until the external design and location thereof have been approved in writing by the Committee, provided however, that if the Committee fails to approve or disapprove of such location and design within forty-five (45) days after such plans have been formally submitted to it in writing by delivering such plans to a member of the Committee, such approval is not required. No such submittal shall be resubmitted to the Committee unless revised in accordance with the directive of the Committee. For purposes of clarity, the types of design and location plans that should be submitted to the Committee include, but are not limited to, the construction, installation or modification of any structure, driveway, drainage system, or landscaping plan.

NOW THEREFORE, Article IV, Paragraph 24 of the Restrictions is hereby amended to read as follows:

24. The following building lien restrictions are hereby imposed on all sites in said Subdivision:

- a. No portion of any residence shall be built within sixty (60) feet of the nearest front easement boundary of Stillforest Drive nor within 25 feet of any side property line or side easement nor within ten (10) feet of any back property line. "No portion of any residence" in the preceding sentence is intended to refer to and include any steps, patios, overhanging balconies, stonework, columns, balustrades, shutters or any other part of any residence. Roofs, including gutters, are permitted to overhang or encroach into the sixty (60) foot front easement and twenty-five (25) foot side easement by not more than thirty-six (36) inches.

Air conditioning equipment, electrical panels or similar equipment are considered to be a portion of the residence and shall be subject to the sixty (60) foot front setback, twenty-five (25) foot side setback requirements and ten (10) foot rear setback requirements set forth in this Paragraph 24(a), must be installed on the ground or a pad on the ground, and must be located within six (6) feet of the main structure and screened so that no part can be viewed from the street. Also, no part of any air conditioning equipment, power panels or similar equipment may be located: (i) in front of the main residence; (ii) in the front yard; or (iii) within seventy (70) feet of any easement line for Stillforest Drive,

All gates installed as part of a front fence, including driveway gates, must open inward, away from Stillforest Drive, and may not be closer than sixty (60) feet to the nearest front easement boundary of Stillforest Drive.

- b. No unattached garage, vehicle shelter, or other outbuilding shall be built or overhang within one hundred (100) feet of the nearest front easement boundary of Stillforest Drive, nor within ten (10) feet of any side property line, and in no case within twenty-five (25) feet of any easement for Stillforest Drive. But, if the garage or other outbuilding is attached to and a part of the residence, it shall conform to the foregoing building restrictions for such residence.
- c. No swimming pool, tennis court, sports court, pool equipment, generator, or other similar facility shall be built within seventy (70) feet of a front easement lien for Stillforest Drive, nor within twenty-five (25) feet of any side property line (unless beyond and behind the rear line of the house, in which case said pool, tennis court, sports court, pool equipment, generator, or other similar facility may not be closer than within ten (10) feet of a side property line), nor within ten (10) feet of a rear property line, and in no case within twenty-five (25) feet of any easement for Stillforest Drive as measured to the facility's nearest edge. All swimming pools must be enclosed by fencing or wall so as not to become an attractive nuisance.
- d. Site improvements of any type or form which exist as of December 31, 2013 and which are in violation or any provision of these restrictions shall not be considered as precedents which invalidate any provision of these restrictions, and any such violations shall not be considered by the Committee as precedents for granting variances after said filing date.

NOW THEREFORE, Article IV, Paragraph 30 is hereby added to the Restrictions to read as follows:

- 30. No owner, whether for new construction or other purposes, may change the existing natural grade of the lot by adding or removing soil or other fill material to a lot, except as required by Piney Point Village to conform to drainage requirements or ordinance set forth by Piney Point Village. The Neighborhood Committee shall have no responsibility or liability for any damages under any circumstances arising out of drainage and/or drainage problems including but not limited to flooding of the streets, Common Areas, Lots, and homes within the Subdivision arising out of its actual or alleged failure to adequately enforce this provision. Drainage shall be the sole responsibility of the Owners and or other governmental bodies.

NOW THEREFORE, Article VI, Paragraph A of the Restrictions is hereby amended to read as follows:

A. These restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Amendment is first recorded after which time said restrictions shall automatically be extended for successive periods of ten (10) years each, unless six (6) months prior to the end of either the initial forty (40) year term or any successive ten (10) year term, the homeowners elect to modify these restrictions in whole or in part as required under the terms of these restrictions or in accordance with provisions set forth in the Texas Property Code, whichever shall govern modification of these restrictions.

Nothing herein is intended to alter, modify or amend the Amended Restrictions, except as specifically provided hereinabove.

The signature pages to these amendments are attached on the following pages.

IN WITNESS WHEREOF, I am President of the Stillforest Subdivision Neighborhood Committee and I attest that these amendments were approved by at least 67% of the residents of Stillforest Subdivision in a vote at the annual meeting held on October 20, 2013, in accordance with regulations set forth in the Texas Property Code. I have executed this Amendment to the Restrictions for Stillforest Subdivision to be effective as of the 20<sup>th</sup> day of October, 2013.

STILLFOREST SUBDIVISION  
NEIGHBORHOOD COMMITTEE

By: *C. Mitchell Cox*

Print Name: C. MITCHELL COX  
PRESIDENT

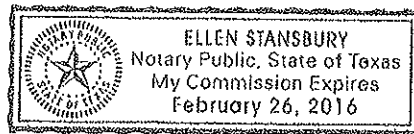
THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me, on the 8 day of November, 2013, by C. Mitchell Cox, President of the Stillforest Subdivision Neighborhood Committee in Harris County, Texas.

*Ellen Stansbury*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

KATINE & NECHMAN LLP  
Attorneys at Law  
State Bar Number 111006600  
1834 Southmore Blvd.  
Houston, Texas 77004



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THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

**2018 AMENDMENT TO THE RESTRICTIONS OF  
STILLFOREST SUBDIVISION**

WHEREAS, the Restrictions of Stillforest Subdivision ("Original Restrictions."), dated December 26, 1947, were filed for record on January 7, 1948 at Volume 1706, Page 673 and Clerk's File No. 490948 of the Real Property Records of Harris County, Texas;

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WHEREAS, the Original Restrictions were renewed for an additional ten (10) years from July 1, 1958 to July 1, 1968, by instrument filed for record in Volume 3511, Page 7 and Volume 3511, Page 17 of the Deed Records in the office of the County Clerk of Harris County, Texas;

WHEREAS, the Original Restrictions were renewed for an additional period of time from July 1, 1968 to December 1, 1973, by instruments which were filed for record on December 11, 1973 under Clerk's File No. E040654 and Film Code No. 171-35-0229 and Clerk's File No. E040655 and Film Code No. 171-35-0235, respectively, of the Deed Records in the office of the County Clerk of Harris County, Texas;

WHEREAS, the Original Restrictions were renewed for an additional ten (10) years from December 1, 1973 to December 1, 1983, by an instrument which was filed for record on December 23, 1973 under Clerk's File E048626 and Film Code No. 172-25-0536 of the Deed Records in the office of the County Clerk of Harris County, Texas;

WHEREAS, the Original Restrictions were renewed for an additional ten (10) years from December 1, 1983 to December 1, 1993 and amended by an instrument titled Restrictions of Stillforest Subdivision ("Amended Restrictions"), dated effective December 31, 1983, which was filed for record on December 20, 1983 under Clerk's File No. J287409 and Film Code 068-83-2005 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were amended by an instrument titled Stillforest Subdivision Certification of Formal Consent to and Approval of Amendment to Restrictions Dated December 31, 1983, executed October 31, 1989, and filed for record on November 13, 1989 under Clerk's File No. M401540 and Film Code No. 162-61-0527 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were amended by an instrument titled Stillforest Subdivision Certification of Formal Consent to and Approval of Amendment to Restrictions dated December 31, 1983, executed January 22, 1990, and filed for record on February 13, 1990 under Clerk's File No. M512566 and Film Code No. 169-63-1060 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were renewed for an additional ten (10) years from December 1, 1993 to December 1, 2003 by an instrument which was filed for record on December 8, 1993 under Clerk's File No. P593042 and Film Code 195~41-2262 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were renewed for an additional ten (10) years from December 31, 2002 to December 31, 2012 by an instrument which was filed for record on December 12, 2002 under Clerk's File No. W216715 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were renewed for an additional ten (10) years from December 31, 2012 to December 31, 2022 by an instrument which was filed for record on February 2, 2012 under Clerk's File No. 20120045675 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, the Amended Restrictions were amended by an instrument titled Amendment to Restrictions for Stillforest Subdivision dated November 8, 2013, and filed for record on November 22, 2018 under Clerk's File No. 20130590953 and Film Code No. 089-63-1164 et seq. in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Section 209.0041 of the Texas Property Code states that a Declaration may be amended only by a vote of 67% of the total votes allocated to property owners entitled to vote on the amendment of the Declaration, and whereas 67% (or more) of the total votes allocated at Stillforest Subdivision have approved this 2018 Amendment to the Declaration.

NOW THEREFORE, in consideration of the foregoing premises and having been approved by 67% (or more) of the total votes allocated to be cast as described above, the Declaration is hereby amended as follows:

**Article IV, Paragraph A.7 of the Declaration currently reads as follows:**

**ARTICLE IV: RESTRICTIONS GOVERNING PROPERTY**

- A. The following restrictions shall apply to all property within the Subdivision:
7. Any new construction, including remodeling or renovation, which involves exterior defacement of existing structures must be completed within a period not to exceed three hundred sixty five (365) consecutive days, unless extended with approval of the Committee. Prior to commencement, the owner of said new construction, remodeling, or renovation shall reach agreement in writing with the Committee as to the starting date and the acceptable definition of "completion".

**Article IV, Paragraph A.7 of the Declaration is amended and revised to read as follows:**

**ARTICLE IV: RESTRICTIONS GOVERNING PROPERTY**

A. The following restrictions shall apply to all property within the Subdivision:

7. Any new construction, including remodeling or renovation, which involves exterior defacement of existing structures must be completed within a period not to exceed thirty-six (36) months from the date of permit issuance for such work in the case of the construction of a new residence is issued to a homeowner for such new construction, remodeling or renovation (the "Start Date"). A construction timeline must be submitted with each plan package submitted to the Neighborhood Committee for approval. Plans will not be considered without the inclusion of this timeline.

Should a certificate of occupancy or final municipal approval not be obtained within thirty-six (36) months after the Start Date, a monthly fee of \$1,000.00 will be assessed against the homeowner starting on the first day that is thirty-six (36) months after the Start Date, and continuing until a certificate of occupancy has been issued to the homeowner.

Each homeowner that undertakes any new construction or any remodeling or renovation which involves exterior defacement of existing structures agrees to pay any fees assessed under this paragraph. Any fees collected under this paragraph will be added to the Maintenance Fund of the Association.

All capitalized defined terms used herein shall, unless otherwise defined herein, have the meanings given to such terms in the Original Restrictions, as amended and extended. Except as modified hereby, all terms of the Original Restrictions, as amended and extended, remain in full force and effect.

The undersigned hereby certify that this 2018 Amendment was approved by 67% (or more) of the total votes allotted to be cast by the property owners of Stillforest Subdivision at the special meeting of owners held on October 28, 2018.



Executed this 14th day of December, 2018.

STILLFOREST NEIGHBORHOOD COMMITTEE,  
A Texas Non Profit Corporation

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By: [Signature]  
President

Jonathan Finger  
Printed Name

By: [Signature]  
Secretary

RODNEY PRITCH  
Printed Name

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of December, 2018 by Jonathan Finger, President of STILLFOREST NEIGHBORHOOD COMMITTEE, A Texas Non Profit Corporation, as the act and deed of said Texas non-profit corporation.



[Signature]  
Notary Public, State of Texas

MARTHA B. LANDRENEAU  
Printed Name

10/31/2019  
Commission Expires

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 19<sup>th</sup> day of December, 2018 by JONATHAN FINGER, Secretary of STILLFOREST NEIGHBORHOOD COMMITTEE, A Texas Non Profit Corporation, as the act and deed of said Texas non-profit corporation.



Martha B. Landreneau  
Notary Public, State of Texas

MARTHA B. LANDRENEAU  
Printed Name

10/31/2019  
Commission Expires

After recording, return to:

Mitchell Katine  
Katine & Nechman L.L.P.  
✓ 1834 Southmore Boulevard  
✓ Houston, Texas, 77004  
713-808-1000

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

8:00:00 AM

Friday, January 25, 2019

*Diane Mautman*

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Friday, January 25, 2019



*Diane Mautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS