

RESTATED RESTRICTIONS
OF THE WINDERMERE ADDITION TO THE
CITY OF PINEY POINT VILLAGE, HARRIS COUNTY, TEXAS

Whereas, the Windermere Addition (the "Addition") is a subdivision out of the John D. Taylor Survey, Abstract No. 72 in the City of Piney Point Village, Harris County, Texas, according to the map or plat thereof recorded in Volume 2104, Page 668 of the Map Records of Harris County, Texas; and

Whereas, the original Restrictions of the Addition are contained in the Restrictions dated July 03, 1973 (the "Original Restrictions") recorded under Clerk's File No. D933687 in the Official Public Records of Real Property of Harris County, Texas (the "Records"); and

Whereas, the original Restrictions were amended (actually restated) by Amended Restrictions dated October 03, 1973 recorded under Clerk's File No. D990181 in the Records; and

Whereas, the Original Restrictions were further amended by Petition Amending Restrictions dated December 22, 2003 recorded under Clerk's File No. 579-95-0048 in the Records; and

Whereas, the Original Restrictions were further amended by Proposed Amendment to the Restrictions of the Windermere Addition to the City of Piney Point Village recorded under Certificate of Windermere Homeowners Association dated February 28, 2013 recorded under Clerk's File No. 086-61-2586 of the Records.

Now therefore, the Original Restrictions are restated with all prior amendments included, but without further amendment, except for adding paragraph numbers to facilitate the use of the Restated Restrictions, as follows:

1. DEFINITIONS

1.1 The term "Architectural Committee" means and refers to the committee established hereinafter under the heading reading ARCHITECTURAL COMMITTEE.

1.2 The term "Association" means and refers to Windermere Owners Association, Inc, a Texas non-profit corporation incorporated on april 14, 1989.

1.3 The term "Board of Directors" means and refers to the board of directors of the Association, from time to time.

1.4 The term "corner lot" means and refers to any of lots 1, 29, 31, 32, 35, 36, 38 and 40 in the Subdivision.

1.5 The term "Maintenance Charge" means and refers to any assessment levied on a lot as provided in the provisions appearing hereinafter under the heading reading MAINTENANCE FUND.

1.6 The term "lot" means and refers to a lot in the Subdivision.

1.7 The term "street" means and refers to Windermere Lane as shown on the plat of the Subdivision.

1.8 The term "Subdivision" means and refers to said Windermere Addition.

2. RESTRICTIONS

2.1 For the purpose of creating and carrying out a uniform plan for the improvements and sale of property in said addition as a restricted residential addition, for the benefit of the present and future owners of said lots, the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of each lot owner, their successors or assigns, by appropriate reference to this dedication and same shall be considered part of each contract and deed as though incorporated fully herein.

2.2 And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said Addition as shown by said plat and referred to herein, and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of each lot owner, their successors or assigns, and all subsequent purchasers of said property, and each such purchaser, by virtue of accepting a contract or deed covering said property, shall be subject to and bound by such restrictions, covenants, and for the terms of this instrument as hereinafter set forth.

3. USE OF LAND

3.1 No lot or tract shall be used for anything other than single family residential purposes. The term "residential purpose", as used herein, specifically excludes any commercial, business or non-profit business activity, and without limitation, hospitals, clinics, duplex houses, apartment houses, fraternal organizations, rest homes, boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited.

3.2 No sign of any kind shall be displayed to the public view on any residence lot except commercial printed signs approved by the Architectural Committee and used by a builder, real

estate agent, or institutional lender during construction or upon resale of improvements located on such lot. The Association shall have the right to remove any non-conforming sign, advertisement, billboard or advertising structure placed on any lot and in so doing shall not be liable, and is hereby expressly relieved from any liability for trespass or for damages in connection with, or arising from such removal.

3.3 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except bona fide domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

3.4 No noxious or offensive activity or activity requiring a license of any kind, including, without limitation, a "garage sale", shall be carried on or upon any lot, nor shall anything be done thereon which may be, or become any annoyance or nuisance to the adjoining residents and/or owners of other lots in the subdivision, or to the public.

3.5 No spirituous, vinous, or malt or medicated bitters capable of producing intoxication or drugs shall ever be sold, offered for sale, or dispensed commercially on said property, or any part thereof, nor shall said premises, or any part thereof, be used for private or public professional purposes, or illegal or immoral purposes.

4. ARCHITECTURAL RESTRICTIONS

4.1 No improvements of any character shall be erected, nor the erection thereof begun, nor changes made in the exterior design thereof after commencement of original construction, on any lot or homesite in said Addition until Architect's detailed plans and specifications have been submitted to and approved in writing by the Architectural Committee hereinafter constituted. Such plans and specifications must be submitted with the sum of \$25.00 and accurately reflect and contain the following information, in addition to all others necessarily required:

- (i) Size, location, type and true cost of construction;
- (ii) Materials to be used in the improvements;
- (iii) Plot plan showing grading plan of lot and grade elevations of building and structures;
- (iv) Location of improvements with respect to lot lines and front and back set back lines;
- (v) Outside color scheme.

4.2 A true copy of all such plans, specifications and details shall be lodged permanently with the Committee and any buildings or improvements which are thereafter erected, shall conform in detail to such plans and specifications; PROVIDED, HOWEVER, that the Committee must give its disapproval of such plans and specifications in writing within sixty (60) days after submission of same or its approval shall be implied. Such approval is to be based upon the following requirements, stipulations, conditions and restrictions:

(1) No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the front building line, nor shall any dwelling be erected or placed on any lot or tract having an area of less than 34,500 square feet. However, in the event any governmental agency, Federal, State,

County or Municipal shall by condemnation or otherwise take any portion of said addition or any portion of any lot or tract of said addition as platted, so as to reduce any lot or tract to an area of less than 34,500 square feet then this restriction of 34,500 square feet shall be waived for that lot or tract only.

(2) All lots in said addition, shall be used for single family residential purposes only.

(3) No structure shall be erected on any residential plot other than one single family dwelling not to exceed three stories in height and one garage for not more than 4 passenger automobiles, and then only within the property lines of said lot, and not between the property lines and the street.

(4) No structure to be used as a dwelling shall be moved on to any lot.

(5) No trailer, mobile home, prefabricated building, basement, tent, shack, garage or barn or other outbuilding erected in the addition shall at any time be used as a residence or business, either temporarily or permanently, except as provided in paragraph (f), under "uses of land" above set out, and in paragraph (6) below, nor shall any residence of a temporary character be permitted.

None of the foregoing nor any temporary buildings shall be erected or maintained on any lot except during actual construction of a home being erected thereon and then only within the property lines of said lot, and not between the property line and the street, and then such temporary buildings must be on the lot on which construction is in progress and not on adjoining lots, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(6) No garage apartment for rental purposes shall be permitted. However, this does not prevent occupancy of servants' quarters by domestic servants domiciled with an owner or occupant.

(7) All improvements shall be constructed on lots or homesites so as to front the 50' building set back line of such lot. Improvements constructed on Lot 1 shall face South, improvements constructed on Lots 38 and 40 shall face North, improvements constructed on Lots 32, 35 and 36 shall face East, and improvements constructed on Lots 29 and 31 shall face West. The Windermere Architectural Committee shall have the option to vary these facings up to 45°.

(8) Dwellings on Lots 29, 31, 32, 35, 36 and 38 shall have dual frontage elevations for all of Windermere Lane, as approved by the Windermere Architectural Committee.

(9) No residence shall be constructed on any lot or building site in the addition for less actual improvement cost than \$75,000. This reference as to the value of improvements is to be given consideration based upon labor and material costs as of the date of this instrument, and all future value of improvements is to be given consideration based upon comparable cost of labor and material at the time of construction, using the basic valuation hereinabove given.

(10) No residence shall be constructed on any lot or building site in this addition with less than 3,000 square feet of actual living area exclusive of open or screened porches and terraces, carports, outdoor storage areas and garage.

(11) The building of any residence to be erected in this Addition shall be as shown on said plat of the Addition, as follows: Not less than fifty (50) feet from the front property line, and not less than fifteen (15) feet from any side property line. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear property line, nor closer than twenty (20) feet to any street at other than the rear property line.

(12) No fence, wall, hedge, or any 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 a written consent of the Architectural Committee, nor on or across any recreation easement or recreation and utility easement as shown on the plat of said subdivision. Chain link type fences are expressly prohibited.

(13) No radio, or television or other aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot. No radio or television aerial, pole or other framework, structure or device, which will project more than ten (10) feet above the uppermost roof line of the residence shall be erected on any lot or attached to any of the improvements thereon.

(14) No detached garage facing a street, servant's house or other outbuilding of any kind shall be erected on any lot nearer than one hundred (100) feet to the front property line, or nearer than fifteen (15) feet to either side property line, or nearer than twenty-five (25) feet to the rear property line. No garages shall have access directly to South Piney Point Drive, or Fondren Drive.

(15) No outbuilding shall exceed in height the dwelling to which it is appurtenant, without the written consent of the Architectural Committee. Every outbuilding, except a greenhouse, shall correspond in style, materials, and architecture to the dwelling to which it is appurtenant.

(16) All residences shall have a minimum of 51% brick, brick veneer, plaster, stone or masonry on the outside walls. All exterior woods shall receive at least two coats of paint or stain. No residence or any other structure shall have asphalt shingle roofing, unless the use of wood shingles is prohibited by the City of Piney Point Village, or any other controlling authorities.

(17) No building material of any kind or character shall be placed or stored upon the property by any owner of any lot in the Addition, until such owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected and shall not be placed in the street or street easement.

(18) No stumps, trash, manure, garbage, debris, trees, underbrush or any refuse or putrescible matter of any kind, nor scrap material from the improvements being erected on any such lot, shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the

completion of such improvements, such material must be immediately removed from the property.

(19) 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 derricks or other structure designed for use in boring for oil, or natural gas shall be erected, maintained, or permitted upon any lot.

(20) The facilities of all utilities in the addition must be used by the owner or owners of each lot or tract upon which improvements are constructed, and connections to such utilities must be made prior to such improvements being occupied. No private sewage disposal system or water system shall be used in this addition.

(21) No outside clothes line shall be constructed or maintained on any lot within sight of any street or any adjacent lot, likewise campers, boats, trailers, trucks and recreational self-propelled vehicles shall be at all times stored or parked out of view from the street in the rear of improvements erected on lots.

5. ARCHITECTURAL COMMITTEE

5.1 The Windermere Architectural Committee shall be composed of three (3) persons appointed, from time to time, by the Board of Directors, which committee is hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the Committee, the remaining members shall have full right and authority to act hereunder and to designate a representative to act.

5.2 The Committee will endeavor to approve or disapprove plans submitted to the committee within 30 days from submission; however, in the event the committee, or its designated representative fails to approve or disapprove, any such plans within sixty days after submission together with any additional details, specifications and other data requested by the committee, the committee will be deemed to have approved such plans as submitted.

5.3 Neither the committee, the members of such committee, nor any designated representative shall be entitled to any compensation for services performed pursuant hereto. All appointments of persons to the Committee shall be evidenced by written memoranda maintained in the records of the Association.

6. MAINTENANCE COMMITTEE

6.1 The Board of Directors is hereby vested with full right and authority to act under the provisions hereof. The Board of Directors shall succeed to all powers, duties and prerogatives of the Maintenance Committee created in the original and amended Restrictions for Windermere Addition recorded under Harris County Clerk's File Nos D933687 and D990181 and the Board of Directors is hereby invested with the additional powers arising under the provisions set forth under the heading reading MAINTENANCE CHARGE hereinbelow. A majority of the Board of Directors shall have the right, from time to time, to designate a representative to act for them in any such matters. In the event of the death or resignation of any member of the Board of Directors, the remaining directors shall have full right and authority to act hereunder and to designate a representative to so act. Neither the Board of Directors nor any such designated representative shall be entitled to any compensation for services performed pursuant hereto.

6.2 The Board of Directors shall function as non-paid representatives of all of the owners of lots in the Subdivision to do such things and to expend the funds collected pursuant to the provisions hereof for purposes deemed by them necessary or appropriate to maintain property values and to promote the health, safety and security of residents of the Subdivision by attending to the matters hereinafter set forth as proper functions of the Association and is expressly authorized to:

- (1) Collect and expend funds as hereinafter provided;
- (2) Enforce by appropriate proceedings, including legal action, the covenants, conditions and restrictions set forth herein; and
- (3) Enforce or release any lien imposed on any lot in Windermere Addition by reason of a violation of any of the covenants or restrictions set forth herein, or by reason of failure of any lot owner or owners to pay any Maintenance Charge levied as provided herein.

7. MAINTENANCE CHARGE

7.1 Each lot is herein and hereby subjected to maintenance charges ("a Maintenance Charge") to be established by the Board of Directors, from time to time, as hereinafter provided. An annual Maintenance Charge shall be assessed on each lot in an amount not to exceed one hundred and twenty percent (120%) of the Maintenance Charge assessed on such lot in the preceding calendar year unless a greater increase is approved for any given year by written consent of the owners of more than twenty (20) lots in the Subdivision, but the Board of Directors shall otherwise be empowered to increase or decrease the annual Maintenance Charge to an amount deemed by the Board of Directors to be reasonable and necessary to ensure the collection of funds sufficient for the purposes herein permitted.

7.2 The annual Maintenance Charge shall be assessed by the Board of Directors on or before December 15 of each calendar year and shall be due and payable by the owners of each lot no later than January 15 of the next calendar year. If the Board of Directors determines that it is necessary to procure

funds in addition to the annual Maintenance Charge to pay non-recurring costs of (i) repairing, replacing or maintaining the street or improvements in common areas or easements benefiting the Subdivision in the event of casualty or expiration of useful life, no replacement fund has been established therefor and such expenditures are approved in writing by the owners of more than twenty (20) lots in the Subdivision; or (ii) installing any capital improvement requested in writing by the owners of more than twenty (20) lots, then the Board of Directors may, from time to time, further assess each lot a prorata portion of the amount determined by the Board of Directors to be necessary for such purpose or purposes, which assessments shall be due and payable no later than forty-five (45) days after the date of any such assessment. All funds paid to the Association for the Maintenance Charge (collectively the "Maintenance Fund") shall be held by the Association in trust and used for the benefit of the Subdivision.

7.3 The Maintenance Fund or so much thereof as shall be determined by the Board of Directors, from time to time, shall be applied to any purpose permitted hereunder, including, by way of illustration and not limitation, installation and maintenance of an entrance gate, lighting, security cameras, alarms, monitoring and other security devices, decorative and security fencing and landscaping in the Subdivision, maintenance of landscaping in common areas, easements benefiting the Subdivision (including easements on which are located at the entry gate and walls and perimeter fences enclosing the Subdivision) and ditches along South Piney Point Road, collection and disposal of garbage, ashes and other refuse, employment of policemen and/or watchmen and security firms, street repairs and maintenance, cleaning vacant lots and trees thereon, fogging or spraying for control of mosquitoes and other insects and any other thing or things necessary or desirable, in the opinion of the Board of Directors, to keep the Subdivision safe, neat and presentable, or for other purposes which will benefit the Subdivision.

7.4 Each owner agrees to timely pay each Maintenance Charge assessed upon every lot or lots owned by such owner, from time to time. To secure the payment of Maintenance Charges levied against each lot in the addition, any vendor's lien which may have been reserved in favor of the Maintenance Committee in any deed to the purchaser of a lot or established in the original Restrictions for Windermere Addition recorded under Harris County Clerk's file No D933687 are hereby renewed and carried forward against each such lot for appropriate enforcement proceedings by the Board of Directors. Such liens securing payment of the Maintenance Charge shall continue to be subordinate and inferior to purchase money liens and liens securing payment of loans made for the purpose of making conforming improvements on any such lot..

7.5 Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of ten (10%) per cent per annum.

8. SPECIFIC LOT MAINTENANCE CHARGES

8.1 The owner or owners of each lot or homesite in the addition is charged with the obligation and requirement, prior to construction of improvements thereon, to mow such lot or homesite periodically, but no less frequently than that required to keep grass not more than 6 inches tall, and to keep such lot or homesite free of debris, and after commencement of construction of improvements thereon, until completed, to keep the street in front of such lot or

home-site free of debris and mud brought about by trucks and workmen, which debris and mud must be removed from the street within 24 hours.

8.2 A lien is hereby created, and forever retained against each lot not maintained by its then owners to secure the prompt and punctual payment of the cost incurred by the Association (1) for the mowing, edging and watering the grounds, trimming the trees, shrubbery and other plant life on the grounds and the cleaning and removal of the debris resulting therefrom and (2) for the removal of dirt, mud and other debris from a lot or from the street adjacent thereto, resulting from construction of improvements in the area. The amount of the lien shall be the actual and reasonable cost to the Association to have the work performed plus 25% of that cost to cover the Association's processing and accounting fees.

8.3 The Association shall notify a lot owner of failure to perform any such duty or obligation by certified mail, duly mailed, and if such lot owner fails to perform within 48 hours after the mailing date thereof, the Maintenance Charges hereinabove set out shall be imposed on such lot.

9. DURATION OF RESTRICTIONS

9.1 All of the restrictions and covenants herein set forth shall continue and be binding upon owner, and upon its successors or assigns, for a period of thirty-five (35) years from the 1st day of January, 1973, and shall automatically be extended thereafter for successive periods of ten (10) years. Provided, however, that owners of the legal title to thirty-two (32) lots shown by the records of Harris County, Texas, of the forty (40) lots shown on the recorded plat of this addition, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot or building site shown on said plot from any restriction or covenant created by deed from owner at the end of the first thirty-five (35) year period, or at the end of any ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments, at least three (3) years prior to the expiration of the first thirty-five (35) year period or at least two (2) years before the expiration of the ten (10) year period thereafter.

10. RIGHT TO ENFORCE

10.1 The restrictions herein set forth shall be binding upon each lot owner, their successors or assigns, and all parties claiming by, through or under them, and all subsequent owners in said addition each of who shall be obliged and bound to observe such restrictions, covenants and conditions, provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his, or their ownership of said property. The violation of any such restrictions, covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions as herein mentioned.

10.2 The Association and the owner or owners of any lot in the Subdivision, their respective heirs, executors, administrators, successors and assigns, shall have the right to enforce observance and performance of such restrictions, covenants and conditions and in order to prevent a breach or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any restrictions, covenants or conditions, or to enforce the performance of same.

11. EASEMENTS

11.1 It is agreed that all sales and conveyances of lots and dedication of Windermere Lane in said addition shall be subject to the easements and rights of way of said addition, and to any easements over, under, along and across such portions of each lot or said lane as may be reserved in each deed or as shown on the recorded plat of the addition, as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water sewer lines, electric lighting and telephone poles, pipelines and drainage ditches or structure and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right of way caused by trees, brush, shrubs, either on or overhanging such right of way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the addition and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid.

11.2 An underground electric distribution system will be installed in that part of the addition, designated Underground Residential Subdivision, which underground service area shall embrace all lots in the addition. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point, designated by the company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point attachment and at the meter. In addition the owner of each lot shall, at his own costs, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase 120/240 volt, three wire, 60 cycle, alternating current.

12. MISCELLANEOUS

12.1 A failure to observe, perform or comply with any restrictions herein set out shall not abrogate the same or render it or any other restrictions inoperative, and no such non-observance,

non-performance, or non-compliance however long continued, or however general or prevalent the same may be, shall constitute a defense in any suite or proceeding brought to enforce the compliance with and/or observance and performance or any said restrictions, conditions and provisions.

12.2 Where the restrictions, reservations, rights and obligations herein contained conflict with any zoning ordinances of the City of Piney Point Village, now existing or hereinafter enacted, the provisions contained and impressed as covenants running with the land, pertaining to the use of the addition as a single family residential subdivision, with the architectural minimum requirements shall prevail.

12.3 Benjamin Franklin Savings Association of Houston, Harris County, Texas, owner and holder of a lien against the above described property and addition does hereby subordinate such lien to the restrictions set forth in this instrument.

Return to

W. Jay Jones

c/o JEBLO

2450 Fondren Rd, Ste 112

Houston, TX 77063

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

2013 SEP -9 AM 11:00

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

HP 888-66-1559

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

SEP - 9 2013



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS