Z346429
06/02/06 101147300 $

Amend 376

RECORDATION OF BALLOT FOR VOTE ON AMENDMENTS TO RESERVATIONS, RESTRICTIONS AND COVENANTS APPLICABLE TO ALL PROPERTIES LOCATED WITHIN RIVER OAKS ADDITIONS, INCLUDING TALL TIMBERS SECTION AND COUNTRY CLUB ESTATES ADDITION

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

The River Oaks Property Owners, Inc. (the "**Association**"), a property owners' association as defined in Chapter 204 of the Texas Property Code, having jurisdiction over all sections of River Oaks described in Exhibit A attached hereto and made a part hereof for all purposes (the "**Subdivision**"), approved and circulated certain Amendments to Reservations, Restrictions and Covenants Applicable to All Properties Located Within River Oaks Additions, Including Tall Timbers Section and Country Club Estates Addition in the form attached hereto as Exhibit B and made a part hereof for all purposes (the "**Amended Restrictions**") for the purpose of amending the existing reservations, restrictions and covenants (the "**Existing Restrictions**") applicable to the Subdivision in the manner provided in Sections 204.005 and 204.008 of the Texas Property Code.

The Association approved and circulated to each owner of property in the Subdivision a written ballot containing (i) a copy of the Amended Restrictions, (ii) a summary of the substance of the Amended Restrictions, and (iii) the date by which the ballot must be received by the Association to be counted (collectively, the "**Ballot**") in accordance and compliance with Sections 204.005(e) and 204.008(1) of the Texas Property Code. A Ballot was hand-delivered to residences within the Subdivision or sent by regular mail to the last known mailing address of the owner(s) of such residences as reflected in the ownership records maintained by the Association. The properties to which the Amended Restrictions will apply include all of the properties comprising the Subdivision. A true and correct copy of the Ballot is attached hereto as Exhibit C and made a part hereof for all purposes.

SIGNED this 1st day of June, 2006.

RIVER OAKS PROPERTY OWNERS, INC.

By: _____
George S. Craft, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 1st day of June, 2006, by George S. Craft, President of River Oaks Property Owners, Inc., a Texas non-profit corporation, on its behalf.

Judith Moses
Notary Public in and for the State of Texas

JUDITH MOSES
My Commission Expires
February 25, 2009

Upon Recordation, Return To:

Marvin D. Nathan, Esq.
Nathan Sommers Jacobs
2800 Post Oak Blvd., 61st Floor
Houston, Texas 77056

RP-2022-215142

FILED
2006 JUN -2 PM 4:18
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF SUBDIVISION

[SEE ATTACHED]

EXHIBIT A

1. County Club Estates Additions, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 6, Page 63, of the Map Records of Harris County, Texas;

2. Blocks Thirty-One (31) to Forty (40), inclusive, in River Oaks, first section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 8, Page 9, of the Map Records of Harris County, Texas;

3. Lots 16 to 30, inclusive, in Block Forty (40); Lots 1 to 9, inclusive, and 18 to 26, inclusive, in Block Forty-Three (43); Lots 1 to 8, inclusive, and 31 to 39, inclusive, in Block Forty-Four (44); Lots 1 to 7, inclusive, and 30 to 37, inclusive, in Block Forty-Five (45); Lots 1 to 5, inclusive, and 14 to 20, inclusive, in Block Forty-Six (46); Lots 1 to 3, inclusive, and 22 to 25, inclusive, in Block Forty-Seven (47); and Lot 1 in Block Forty-Eight (48), in River Oaks, second section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 8, Page 10, of the Map Records of Harris County, Texas;

4. Lots 6 to 21, inclusive, in Block Thirty-Four (34); Lots 3 to 18, inclusive, in Block Thirty-Five (35); Lots 10 to 13, inclusive, 13-A, 13-B, 14-A, 14-B, and 14 to 17, inclusive, in Block Forty-Three (43); Lots 9 to 18, inclusive, and 20 to 30, inclusive, in Block Forty-Four (44); Lots 8 to 17, inclusive, and 20 to 29, inclusive, in Block Forty-Five (45), Lots 6 to 8, inclusive, 8-A, 8-B, 8-C, 8-D, 9, 9-A, 9-B, 9-C, 9-D, and 10 to 13, inclusive, in Block Forty-Six (46); Lots 4 to 12, inclusive, and 14 to 21, inclusive, in Block Forty-Seven (47); Lots 1-A and 2 to16, inclusive, in Block Forty-Eight (48); Lots 1 to 8, inclusive, in Block Forty-Nine (49); Lots 1 to 16, inclusive, in Block Fifty-One (51); Lots 1 to 12, inclusive, and Lots 18 to 32, inclusive, in Block Fifty-Two (52); and Lots 1 to 21, inclusive, in Block Fifty-Three (53), in River Oaks, third section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 8, Page 69, of the Map Records of Harris County, Texas;

5. The tracts of land described in the deed dated December 2, 1930 from River Oaks Corporation to W. R. Sampson recorded in Volume 855, Page 96, of the Deed Records of Harris County, Texas and the deed dated January 14, 1941 from River Oaks Corporation to John R. Suman recorded in Volume 1197, Page 359, of the Deed Records of Harris County, Texas;

6. Blocks Twenty (20) to Twenty-Five (25), inclusive, in River Oaks, fourth section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 9, Page 27, of the Map Records of Harris County, Texas;

7. Blocks Twenty-Nine (29) and Thirty (30), River Oaks, fifth section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 10, Page 18, of the Map Records of Harris County, Texas;

8. Block Fifty (50), in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 12, Page 75, of the Map Records of Harris County, Texas;

9. Block Fifty-Four (54), in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 12, Page 76, of the Map Records of Harris County, Texas;

10. Blocks Twenty-Seven (27) and Twenty-Eight (28), in River Oaks, Section Six (6), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 13, Page 25, of the Map Records of Harris County, Texas;

11. Block Forty-One (41) in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 13, Page 39, of the Map Records of Harris County, Texas;

12. Block Forty-Two (42), in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 13, Page 74, of the Map Records of Harris County, Texas;

13. Block Fifty-Five (55), in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 14, Page 3, of the Map Records of Harris County, Texas;

14. Block Fifty-Seven (57), Fifty-Eight (58), Fifty-Nine (59), Sixty (60), Sixty-One (61), Sixty-Two (62), Sixty-Three (63), Sixty-Four (64), and Sixty-Six (66), in River Oaks, Section Seven (7), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 14, Page 38, of the Map Records of Harris County, Texas;

15. Blocks Sixty-Seven (67) to Seventy-Three (73), both inclusive, in River Oaks, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 15, Page 47, of the Map Records of Harris County, Texas;

16. Tall Timbers Section of River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 15, Page 48, of the Map Records of Harris County, Texas;

17. The tract of land described in the deed dated January 2, 1946 from River Oaks Corporation to Jack Roach and recorded in Volume 1422, Page 577, of the Deed Records of Harris County, Texas;

18. The tract of land described in the deed dated January 6, 1947 from River Oaks Corporation to Norman A. Binz and Dorothy Taylor Binz recorded in Volume 1551, Page 206, of the Deed Records of Harris County, Texas;

19. The tract of land described in the deed dated December 17, 1947 from River Oaks Corporation to Mary Carroll Kempner recorded in Volume 1744, Page 716, of the Deed Records of Harris County, Texas;

20. Blocks Seventy-Four (74) to Eighty (80), both inclusive, in River Oaks, Section Nine (9), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 15, Page 75, of the Map Records of Harris County, Texas;

21. Blocks Ninety-Three (93), Ninety-Four (94), and Ninety-Five (95), in River Oaks, Section Ten (10), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 17, Page 5, of the Map Records of Harris County, Texas;

22. Blocks Eighty-One (81), Eighty-Two (82), Eighty-Three (83), Eighty-Four (84) and Eighty-Five (85), in River Oaks, Section Eleven (11), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 18, Page 14, of the Map Records of Harris County, Texas;

23. Block Fifty-Six (56), in River Oaks, Section Twelve (12), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 22, Page 60, of the Map Records of Harris County, Texas; and

24. Block Twenty-Six (26) of River Oaks Addition, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 24, Page 44, of the Map Records of Harris County, Texas.

EXHIBIT B

AMENDMENTS

[SEE ATTACHED]

AMENDMENTS TO RESERVATIONS, RESTRICTIONS AND COVENANTS APPLICABLE TO ALL PROPERTIES LOCATED WITHIN RIVER OAKS ADDITIONS, INCLUDING TALL TIMBERS SECTION AND COUNTRY CLUB ESTATES ADDITION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, Country Club Estates Company caused that certain instrument entitled "Resolution of Board of Directors of Country Club Estates Company" (the "Country Club Estates Restrictions") to be recorded in Volume 571, Page 381, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Country Club Estates Additions, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 6, Page 63, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in River Oaks Addition" (the "Section One Restrictions") to be recorded in Volume 668, Page 607, et seq., of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Blocks Thirty-One (31) to Forty (40), inclusive, in River Oaks, first section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 8, Page 9, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Section Two Restrictions") to be recorded in Volume 668, Page 613, et seq., of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Lots 16 to 30, inclusive, in Block Forty (40); Lots 1 to 9, inclusive, and 18 to 26, inclusive, in Block Forty-Three (43); Lots 1 to 8, inclusive, and 31 to 39, inclusive, in Block Forty-Four (44); Lots 1 to 7, inclusive, and 30 to 37, inclusive, in Block Forty-Five (45); Lots 1 to 5, inclusive, and 14 to 20, inclusive, in Block Forty-Six (46); Lots 1 to 3, inclusive, and 22 to 25, inclusive, in Block Forty-

Seven (47); and Lot 1 in Block Forty-Eight (48), in River Oaks, second section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 8, Page 10, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Section Three Restrictions") to be recorded in Volume 731, Page 78, et seq., of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Lots 6 to 21, inclusive, in Block Thirty-Four (34); Lots 3 to 18, inclusive, in Block Thirty-Five (35); Lots 10 to 13, inclusive, 13-A, 13-B, 14-A, 14-B, and 14 to 17, inclusive, in Block Forty-Three (43); Lots 9 to 18, inclusive, and 20 to 30, inclusive, in Block Forty-Four (44); Lots 8 to 17, inclusive, and 20 to 29, inclusive, in Block Forty-Five (45), Lots 6 to 8, inclusive, 8-A, 8-B, 8-C, 8-D, 9, 9-A, 9-B, 9-C, 9-D, and 10 to 13, inclusive, in Block Forty-Six (46); Lots 4 to 12, inclusive, and 14 to 21, inclusive, in Block Forty-Seven (47); Lots 1-A and 2 to16, inclusive, in Block Forty-Eight (48); Lots 1 to 8, inclusive, in Block Forty-Nine (49); Lots 1 to 16, inclusive, in Block Fifty-One (51); Lots 1 to 12, inclusive, and Lots 18 to 32, inclusive, in Block Fifty-Two (52); and Lots 1 to 21, inclusive, in Block Fifty-Three (53), in River Oaks, third section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 8, Page 69, of the Map Records of Harris County, Texas

and,

WHEREAS, the tracts of land (the "Suman Acreage") described in the deed dated December 2, 1930 from River Oaks Corporation to W. R. Sampson recorded in Volume 855, Page 96, of the Deed Records of Harris County, Texas and the deed dated January 14, 1941 from River Oaks Corporation to John R. Suman recorded in Volume 1197, Page 359, of the Deed Records of Harris County, Texas were subjected to the provisions of the Section One Restrictions, the Section Two Restrictions, and the Section Three Restrictions; and

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Section Four Restrictions") to be recorded in Volume 760, Page 256, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Blocks Twenty (20) to Twenty-Five (25), inclusive, in River Oaks, fourth section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 9, Page 27, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Section Five Restrictions") to be recorded in Volume 725, Page 498, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to wit:

> Blocks Twenty-Nine (29) and Thirty (30), River Oaks, fifth section, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 10, Page 18, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Block 50 Restrictions") to be recorded in Volume 1004, Page 44, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Block Fifty (50), in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 12, Page 75, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Block 54 Restrictions") to be recorded in Volume 997, Page 604, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Block Fifty-Four (54), in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 12, Page 76, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in River Oaks Addition" (the "Section Six Restrictions") to be recorded in Volume 1026, Page 702, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Blocks Twenty-Seven (27) and Twenty-Eight (28), in River Oaks, Section Six (6), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 13, Page 25, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Block

41 Restrictions") to be recorded in Volume 1038, Page 184, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Block Forty-One (41) in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 13, Page 39, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Block 42 Restrictions") to be recorded in Volume 1056, Page 54, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Block Forty-Two (42), in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 13, Page 74, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Block 55 Restrictions") to be recorded in Volume 1057, Page 205, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Block Fifty-Five (55), in River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 14, Page 3, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Additional Reservations, Restrictions and Covenants in River Oaks Addition" (the "Section Seven Restrictions") to be recorded in Volume 1073, Page 631, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Block Fifty-Seven (57), Fifty-Eight (58), Fifty-Nine (59), Sixty (60), Sixty-One (61), Sixty-Two (62), Sixty-Three (63), Sixty-Four (64), and Sixty-Six (66), in River Oaks, Section Seven (7), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 14, Page 38, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in River Oaks Addition Section No. 8" (the "Section Eight Restrictions") to be recorded in Volume 1108, Page 639, et seq., of the Deed

Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Blocks Sixty-Seven (67) to Seventy-Three (73), both inclusive, in River Oaks, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 15, Page 47, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tall Timbers Section of River Oaks" (the "Tall Timbers Restrictions") to be recorded in Volume 1111, Page 206, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

> Tall Timbers Section of River Oaks, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 15, Page 48, of the Map Records of Harris County, Texas

and,

WHEREAS, the tract of land (the "3677 Willowick Tract") described in the deed dated January 2, 1946 from River Oaks Corporation to Jack Roach and recorded in Volume 1422, Page 577, of the Deed Records of Harris County, Texas was subjected to the provisions of the Tall Timbers Restrictions;

and;

WHEREAS, the tract of land (the "3683 Willowick Tract") described in the deed dated January 6, 1947 from River Oaks Corporation to Norman A. Binz and Dorothy Taylor Binz recorded in Volume 1551, Page 206, of the Deed Records of Harris County, Texas was subjected to the provisions of the Tall Timbers Restrictions;

and,

WHEREAS, the tract of land (the "3688 Willowick Tract") described in the deed dated December 17, 1947 from River Oaks Corporation to Mary Carroll Kempner recorded in Volume 1744, Page 716, of the Deed Records of Harris County, Texas was subjected to the provisions of Tall Timber Restrictions; and

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in River Oaks Addition Section No. 9" (the "Section Nine Restrictions") to be recorded in Volume 1124, Page 3, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Blocks Seventy-Four (74) to Eighty (80), both inclusive, in River Oaks, Section Nine (9), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 15, Page 75, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in River Oaks in Section No. 10 of River Oaks" (the "Section Ten Restrictions") to be recorded in Volume 1156, Page 373, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Blocks Ninety-Three (93), Ninety-Four (94), and Ninety-Five (95), in River Oaks, Section Ten (10), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 17, Page 5, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in River Oaks Addition" (the "Section Eleven Restrictions") to be recorded in Volume 1196, Page 162, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Blocks Eighty-One (81), Eighty-Two (82), Eighty-Three (83), Eighty-Four (84) and Eighty-Five (85), in River Oaks, Section Eleven (11), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 18, Page 14, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in River Oaks Addition" (the "Section Twelve Restrictions") to be recorded in Volume 1417, Page 66, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Block Fifty-Six (56), in River Oaks, Section Twelve (12), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 22, Page 60, of the Map Records of Harris County, Texas

and,

WHEREAS, River Oaks Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in River Oaks Addition" (the "Block 26 Restrictions") to be recorded in Volume 1446, Page 635, et seq., of the Deed Records of Harris County, Texas which imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Block Twenty-Six (26) of River Oaks Addition, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 24, Page 44, of the Map Records of Harris County, Texas

and,

WHEREAS, each of the Restrictions referenced above provide that the provisions thereof shall be effective until a specified date, but authorize the owners of lots in each subdivision to extend the Restrictions for successive terms of ten (10) years each; and

WHEREAS, the Restrictions for each section of River Oaks have been duly and properly extended and remain in full force and effect; and

WHEREAS, although the Restrictions for each section of River Oaks provide a method of extending the provisions thereof, none of the Restrictions include provisions expressly designating a method of amending the Restrictions; and

WHEREAS, Section 204.005 of the Texas Property Code provides a method of amending existing restrictions in the absence of any express designation relating to amendment in the document creating the restrictions, and Section 204.008 of the Texas Property Code identifies several permissible methods of adopting an amendment of restrictions; and

WHEREAS, River Oaks Property Owners, Inc. (the "Association"), a property owners' association as defined in Chapter 204 of the Texas Property Code, having jurisdiction over all sections of River Oaks described above by virtue of the provisions of the original deed conveying each lot in each subdivision identified above and by virtue of a written assignment to River Oaks Property Owners, Inc. executed by River Oaks Corporation on January 24, 1963 and recorded in Volume 5019, Page 336, of the Deed Records of Harris County, Texas, approved and circulated this amendment for the purpose of amending the Restrictions in the manner provided in Sections 204.005 and 204.008 of the Texas Property Code; and

WHEREAS, the undersigned, being the owners of at least seventy-five percent (75%) of the real property within all sections of River Oaks, the Suman Acreage, the 3677 Willowick Tract, the 3683 Willowick Tract, and the 3688 Willowick Tract, have agreed to amend the Restrictions in the manner set forth herein;

NOW, THEREFORE, the undersigned, being the owners of not less than seventy-five (75%) of the real property within all sections of River Oaks, the Suman Acreage, the 3677 Willowick Tract, the 3683 Willowick Tract, and the 3688 Willowick Tract, hereby amend the Restrictions applicable to all of such real property in the manner indicated below. Pursuant to Section 204.005(d) of the Texas Property Code, these amendments shall be binding on all properties in all sections of River Oaks, the Suman Acreage, the 3677 Willowick Tract, the 3683 Willowick Tract, and the 3688 Willowick Tract. As used herein, the terms set forth below shall have the following meanings:

a. "Association" means River Oaks Property Owners, Inc., a Texas non-profit corporation, its successors and assigns.

b. "Board of Directors" or "Board" means the Board of Directors of River Oaks Property Owners, Inc.

c. "Restrictions" means, collectively, the reservations, restrictions and covenants applicable to all sections of River Oaks, the Suman Acreage, the 3677 Willowick Tract, the 3683 Willowick Tract, and the 3688 Willowick Tract, as identified above and as set forth in this instrument.

d. "Subdivision" or "River Oaks" means all sections of River Oaks, the Suman Acreage, the 3677 Willowick Tract, the 3683 Willowick Tract, and the 3688 Willowick Tract, as identified above and as set forth in this instrument.

1. All of the Restrictions, with the exception of the Country Club Estates Restrictions, include a paragraph that reads as follows:

> No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises, and except during construction of the residence and then only for a period of not exceeding six months.

The Country Club Estates Restrictions include a paragraph that reads as follows:

> No garage or outbuilding erected on said premises shall be used as a residence or living quarters, except by servant or servants engaged on the premises, and except during construction of residence for a period of not exceeding six months.

All of the Restrictions are hereby amended by adding the following provision at the end of such paragraph:

> In addition to use for residential purposes by domestic workers and temporary guests, quarters on a lot for domestic workers and guests may be used for residential purposes by one or more members of the single family occupying the principal residence on that lot. Under no circumstances may any garage, outbuilding or quarters for domestic workers, guests or family members be leased or rented.

2. The Country Club Estates Restrictions include paragraphs that read:

> Said property, except as hereafter expressly stated, shall be used for residence purposes only until the first day of January A.D. 1955

> The term "residence purposes" as herein used shall not be held or construed to include hospitals, duplex houses or apartment houses; and such use of said property is hereby expressly prohibited until the first day of January, A.D. 1955; provided, however, that the Country Club Estates Company hereby reserves the right, at its election, to permit, by resolution of its Board of Directors, the construction of such duplex houses or apartment houses on Blocks 16, 17 and 18, except those lots of such blocks which front on Ball Boulevard.

All of the Restrictions, with the exception of the Country Club Estates Restrictions, the Section Seven Restrictions, the Section Eight Restrictions, the Section Nine Restrictions, the Section Ten Restrictions, the Section Eleven Restrictions, the Section Twelve Restrictions and the Tall Timbers Restrictions, include paragraphs that read as follows:

> Except as hereinafter expressly stated, this property shall be used for residence purposes only.
>
> The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses or apartment houses, and such use of this property is hereby expressly prohibited.

The Section Seven Restrictions, the Section Eight Restrictions, the Section Nine Restrictions, the Section Eleven Restrictions, and the Section Twelve Restrictions each include paragraphs that read as follows:

> This property shall be used for single-family residence purposes only.
>
> The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any such usage of this property is expressly prohibited.

The Section Ten Restrictions and Tall Timbers Restrictions each include a paragraph that reads as follows:

> This property shall be used for single-family residence purposes only, and this shall be interpreted to exclude hospitals, duplex houses, apartment houses, multiple family houses of any kind, commercial and industrial usages, and any such usage of the property in this Section is hereby expressly prohibited.

Each of such paragraphs in the Restrictions is hereby amended to read as follows:

> Each lot and the residential dwelling on the lot shall be used for single family residential purposes only. As used herein, the term "single family residential purposes" means that the lot and the

residential dwelling on the lot shall be used by a single family as its dwelling place and residence and the term shall be deemed to prohibit, without limitation, the use of any lot for a duplex apartment, a duplex house, an apartment house, a garage apartment or for any multi-family use or for any business, professional, religious or commercial activity of any type, unless the business, professional, religious or commercial activity is unobtrusive and merely incidental to the primary use of the lot and the residential dwelling on the lot for single family residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional, religious or commercial symbol, structure, logo, icon, flag or sign displayed on the lot, there are no related audio or visual displays (by any means) anywhere on the lot or on any vehicle parked on the lot, there are no clients, customers, employees or the like who go to the lot for any business, professional, religious or commercial related purpose on any regular basis, and the conduct of the business, professional, religious or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic, and the like. Any use of the residential dwelling on a lot that involves the lease or any other arrangement whereby the residential dwelling is occupied for a period less than six (6) consecutive months (including, by way of example and not in limitation, the use of a residential dwelling for corporate lodging) shall, for purposes of the Restrictions, be considered a prohibited business use of the residential dwelling, not a single family residential purpose, even though the residential dwelling may be occupied by a single family. No garage sale, rummage sale, estate sale, moving sale or similar type of activity is permitted on any lot. No lot shall be used as museum, gallery, exhibition or the like for any length of time.

3. All of the Restrictions, with the exception of the Country Club Estates Restrictions, the Section Seven Restrictions, the Section Eight Restrictions, the Section Nine Restrictions, the Section Ten Restrictions, the Section Eleven Restrictions, the Section Twelve Restrictions, and the Tall Timbers Restrictions, include a paragraph that reads as follows:

> Grass, weeds and vegetation on each lot conveyed must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Until a home or residence is built on a lot, River Oaks may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and the owner of such lot shall be obligated to reimburse River Oaks for the cost of such work.

The Country Club Estates Restrictions include a paragraph that reads as follows:

> Grass and weeds on each lot conveyed must be kept mowed at regular intervals as may be necessary to maintain the same in a neat and attractive manner. Until a home or residence is built on said property, this Company may, at its option, have the grass and weeds cut when and as often as in the judgment of its Manager the same is necessary; and the owner of said lot or tract of land shall be held by the acceptance of such deed to be obligated to pay this Company the cost of such work.

The Section Seven Restrictions, the Section Eight Restrictions, the Section Nine Restrictions, the Section Ten Restrictions, the Section Eleven Restrictions, and the Section Twelve Restrictions each include a paragraph that reads as follows:

> Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from property. Until a home or residence is built on a lot, River Oaks may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to reimburse River Oaks for the cost of such work.

Each of such paragraphs in the Restrictions is hereby amended (and, in the case of the Tall Timbers Restrictions, the following is added) to read as follows:

> Grass, weeds and vegetation on each lot shall be mowed and trimmed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the lot. No residential dwelling or other improvement on a lot shall be permitted to fall into disrepair, and each residential dwelling or other improvement on a lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Construction of a new residential dwelling or a substantial addition to an existing residential dwelling or other improvement on a lot shall be diligently pursued to completion; no residential dwelling or other improvement on a lot which is visible from an adjacent street shall be permitted to exist in an incomplete state without ongoing and meaningful construction. No lot or residential dwelling or other improvement on a lot shall have any conspicuous infestation of pests, rodents, insects or other vermin or accumulation of trash or other waste which the Board of Directors of the Association, acting reasonably and in good faith, determines to be offensive to surrounding residents or hazardous to the health or well-being of surrounding residents. If the owner or occupant of a lot fails to maintain the lot and the exterior of the residential dwelling or other improvement on the lot in a reasonable manner, as required by this paragraph, or

allows the residential dwelling or other improvement on the lot which is visible from an adjacent street to remain in an incomplete state without any ongoing and meaningful construction activity, the Association and/or its agents shall have the right, but not the obligation, to go upon the lot and cause the lot to be mowed, trimmed, and cleaned, remove any dead trees, shrubs, vines and plants, abate any hazardous condition, perform pest control services, remove trash and debris, paint or otherwise finish or repair the exterior of the residential dwelling or other improvement on the lot, and otherwise restore the lot and the residential dwelling or other improvement on the lot to an appropriate condition; provided that, the Association shall first send written notice of its intent to take such action to the owner of the lot, as well as the occupant of the lot, if different than the owner, and provide to the owner and occupant a period of not less than thirty (30) days from the date of delivery of the notice to the owner and occupant to comply. In any such event, the owner of the lot agrees by the purchase of the lot to pay the reasonable expenses incurred by the Association, immediately upon receipt of a statement. Interest at the highest, non-usurious rate allowed by law shall begin to accrue on the total sum on the thirtieth (30^{th}) day after a written statement or invoice is delivered to the owner. The Association and its officers, directors and agents, shall not be liable, and each owner and occupant of a lot subject to the provisions of the Restrictions does hereby release the Association and its officers, directors and agents from liability for trespass and any other tort in connection with any maintenance work performed on a lot or residential dwelling or other improvement on a lot pursuant to this provision unless the Association and/or its agent is found to have performed such work with gross negligence or willful misconduct. No synthetic or other type of artificial grass or shrubbery may be used (either in whole or in part) as a lawn in the front yard of a lot or in the side yard of a lot if visible from the street in front of the lot or, in the case of a corner lot, the side street adjacent to the lot.

4. All of the Restrictions, with the exception of the Country Club Estates Restrictions, the Block 26 Restrictions, the Section Seven Restrictions, the Section Eight Restrictions, the Section Nine Restrictions, the Section Ten Restrictions, the Section Eleven Restrictions, the Section Twelve Restrictions and the Tall Timbers Restrictions, include a paragraph that reads as follows:

> No fence shall be constructed on any lot in the Addition nearer to any street than is permitted for the house on said lot, and then no higher than four feet from the ground, except with the written consent of River Oaks. A hedge of any type shall be held and construed to be a fence.

The Country Club Estates Restrictions include the following two paragraphs that read as follows:

> No fence shall be constructed nearer to any street than is herein permitted for the location of the house or residence; no fence over four feet in height shall be constructed nearer to any street than is herein permitted for the location of the servants' house or other outbuildings; and no fence over six feet in height shall be constructed on any part of the property.
>
> Hedges planted in the addition must be planted such a distance from the curb that the trimmed side of the hedge, being the side next to the curb, will not approach nearer than two (2) feet to the property line.

The Section Seven Restrictions, the Section Eight Restrictions, the Section Nine Restrictions, the Section Eleven Restrictions, and the Section Twelve Restrictions each include a paragraph that reads as follows:

> No fence, wall or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house on said lot except with the written consent of River Oaks; no fence, wall or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon the request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of River Oaks, and such encroachment is wholly at the risk of the owner.

The Section Ten Restrictions include a paragraph that reads as follows:

> No fence, wall or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrubs, trees, flowers or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of River Oaks, and such encroachment is wholly at the risk of the owner.

The Block 26 Restrictions include a paragraph that reads as follows:

> No fence shall be constructed on any lot in the Addition nearer to any street than is permitted for the house on said lot, and then no higher than six feet from the ground, except with the written consent of River Oaks. A hedge of any type shall be held and

construed to be a fence. No fence or wall shall be erected nearer than 18" to the joint service driveway, as shown on plat of Block 26, and no hedge or other planting shall be placed so that trimmed outer face thereof will be nearer than 18" to the joint service driveway.

All of the Restrictions, other than the Country Club Estates Restrictions and the Tall Timbers Restrictions, are hereby amended by changing "River Oaks" to the "Association".

The Tall Timbers Restrictions are hereby amended by adding the following paragraph to read:

No fence, wall or gate in excess of eight (8) feet in height, measured from natural grade to the highest point of the fence, wall or gate, shall be constructed on a lot and no hedge shall be planted or allowed to grow on any lot in excess of eight (8) feet, measured from natural grade, except with the written consent of the Board of Directors.

The Section Ten Restrictions are hereby amended by adding the following paragraph to read:

No fence, wall or gate in excess of six (6) feet in height, measured from natural grade to the highest point of the fence, wall or gate, shall be constructed on a lot and no hedge shall be planted or allowed to grow on any lot in excess of six (6) feet, measured from natural grade, except with the written consent of the Board of Directors.

All of the Restrictions are hereby further amended by adding the following provisions at the end of the applicable paragraph referred to above:

a. Prior to erecting a new or replacement fence, wall or gate on a lot, the owner of the lot shall submit to the Board of Directors a request for approval of the proposed fence, wall or gate with information regarding the location, height and design of the fence, wall or gate and the type and color of the materials to be used in the construction of the fence, wall or gate; construction shall not commence until the owner has received the Board of Director's written approval of the fence, wall or gate. The Board of Directors shall have the authority to disapprove the proposed fence, wall or gate if it does not comply with applicable setbacks, height restrictions or any other applicable provisions in the Restrictions relating to fences, walls or gates or if it is reasonably determined by the Board of Directors that the proposed fence, wall or gate is not compatible with the overall design of homes and related improvements in the Subdivision. Except as otherwise expressly

permitted in the Restrictions, no fence or wall shall be located nearer to the front property line of a lot than the front elevation of the residential dwelling on the lot. A hedge on a lot shall be a fence or wall for the purposes of the provisions in the Restrictions governing the height and location of fences and walls.

No fence, wall or gate shall be constructed on a lot with materials that are not compatible with the materials commonly used for fences, walls or gates on other lots in the Subdivision. Fence and wall materials shall be generally limited to wood, iron and brick or a similar masonry material. Cinder blocks and similar masonry units may be used in the construction of a fence or wall; provided that, if cinder blocks and similar masonry units are visible from a street or another lot in the Subdivision, a finish material must be applied to the cinder blocks or similar masonry units to conceal their existence. The type and color of the finish material must be approved by the Board of Directors prior to application. Gates shall be generally limited to wood and/or iron. A fence, wall or gate shall not be constructed with any type of plastic material. Each fence, wall or gate that is adjacent to a street is required to have a finished side facing the street; in the case of wood fences, this paragraph prohibits all posts, rails or other supports from being visible from a street.

No fence, wall or gate shall be constructed on a lot with barbed wire, razor wire, or any type of electrical wire and no barbed wire, razor wire or electrical wire shall be attached to any fence, wall or gate. No barbed wire, razor wire or electrical wire of any type shall be attached to any hedge. This paragraph does not prohibit the installation of an "invisible" fence that controls pets through underground electrical wiring. Any fence, wall or gate proposed to be constructed on a lot on which there is no residential dwelling or other permanent improvement must be approved by the Board of Directors as to type, location, design, and color of materials.

b. The Board of Directors shall have the authority to grant variances from the provisions of the Restrictions relating to fences, walls or gates based upon the location of the lot, traffic issues, noise and security. Prior to granting a variance, not less than two (2) members of the Board of Directors must make an on-site inspection of the lot to evaluate the basis of the request for the variance.

If the lot fronts on or is adjacent to a busy street, the level of traffic and noise generated by the traffic may be considered. Security issues may also be considered. No variance shall be effective unless the variance is approved by a majority vote of the Board of Directors and the terms and conditions of the variance, as well as a

statement of the reason(s) for its issuance, are set forth in a letter or other document executed by an authorized officer, Director or agent of the Association.

With regard to a lot that fronts on or is adjacent to a busy street, a variance may be granted to allow a fence, wall and/or gate to be located nearer to the property line that is adjacent to the busy street than the residential dwelling on the lot, provided that the following requirements are met:

1. A solid fence or wall not exceeding eight (8) feet in height, measured from natural grade, may be constructed along the front of each lot that fronts on South Shepherd Drive, San Felipe Road and Westheimer Road, and along the side of each lot that is adjacent to South Shepherd Drive, San Felipe Road and Westheimer Road;

A solid fence or wall not exceeding six (6) feet in height, measured from natural grade, may be constructed along the front of each lot that fronts on Locke Lane and faces the Lamar Shopping Center parking lot (being Lots 29, 30, 31 and a part of Lot 32, in Block 23, Section 4);

2. No fence, wall or gate shall be nearer to the property line adjacent to the busy street than two (2) feet;

3. All wrought iron or other metal used in the construction of a fence, wall or gate must be painted either black, River Oaks (very dark) green, a dark bronze or the like, unless otherwise approved in writing by the Board of Directors;

4. The Board of Directors has, as of the effective date of this instrument, designated the following streets as busy streets:

River Oaks Boulevard
Kirby Drive
Inwood Drive
South Shepherd Drive
San Felipe Road
Westheimer Road
Locke Lane (behind the Lamar Shopping Center)

Provided that, the Board of Directors shall have the authority to add and delete streets designated as busy streets as conditions change. Notice of any change in the designation of busy streets shall be recorded in the Official Public Records of Real Property of Harris County, Texas.

c. The following provisions shall be applicable to a fence on a lot only if there is no other applicable provision in the Restrictions: no fence, wall or gate located behind the front building setback line (except a fence along the rear property line, as provided below) shall exceed eight (8) feet in height, measured from natural grade, and no fence or wall parallel to the side property line of a lot that is adjacent to a busy street shall exceed six (6) feet in height, measured from natural grade.

No fence, wall or gate along the rear property line of a lot shall exceed ten (10) feet in height, measured from natural grade. If, and only if, a window or balcony on an adjacent lot is within ten (10) feet of the rear property line of a lot, lattice, trellis or a similar screening device may be installed on or attached to the fence or wall along the rear property line of that lot, up to a maximum height of twelve (12) feet, measured from natural grade, for privacy purposes.

d. If, as of the date this instrument becomes effective, there exists a fence, wall or gate on a lot that does not comply with the provisions of the Restrictions, the owner of the lot on which the fence, wall or gate is situated shall not be obligated to modify or remove the fence, wall or gate; provided that, if the fence, wall or gate is voluntarily removed or requires replacement due to wear and tear, some casualty event or the like, a replacement fence, wall or gate shall not be constructed on the lot without compliance with the provisions of the Restrictions.

5. All of the Restrictions, with the exception of the Country Club Estates and the Tall Timbers Restrictions, include paragraphs that read as follows:

No livestock of any kind shall be staked or pastured on any vacant lot in the Addition.

No cattle, hogs or other animals, rabbits, or poultry may be kept in any part of this property unless written permission be obtained from River Oaks, and such permission shall be revocable at any time.

The Country Club Estates Restrictions include a paragraph that reads as follows:

No livestock of any kind shall be staked or pastured on any vacant lot in the Addition.

All of the Restrictions are hereby amended by changing "River Oaks" to the "Association" and adding the following provision at the end of the applicable

paragraph referred to above (and, in the case of the Tall Timbers Restrictions, adding the following provision) to read as follows:

> Only generally recognized house or yard pets are permitted on a lot and then only if they are kept solely as domestic pets and not for commercial purposes. Horses and ponies used exclusively for domestic purposes are deemed to be generally recognized yard pets. Exotic animals are not permitted on a lot. For purposes hereof, an animal is an "exotic" animal if it is not a generally recognized house or yard pet, it is a breed of animal that is commonly considered to be wild, as opposed to domesticated, or if it is a breed of animal that is inherently aggressive or vicious toward other animals and/or humans. A reasonable number of recognized house or yard pets are permitted for each lot. No permitted pet is allowed to roam throughout the Subdivision, make an unusual amount of noise, or otherwise become an annoyance or nuisance to surrounding residents. The Board of Directors, acting reasonably and in good faith, shall have the sole discretion to determine whether an animal is a generally recognized house or yard pet or an annoyance or nuisance to surrounding residents, and whether the number of recognized house or yard pets on a lot is reasonable. In determining whether an animal is a generally recognized house or yard pet, the Board of Directors shall consider only what is a generally recognized house or yard pet in Harris County, Texas.

6. All of the Restrictions, with the exception of the Country Club Estates Restrictions, the Section Seven Restrictions, the Section Eight Restrictions, the Section Nine Restrictions, the Section Ten Restrictions, the Section Eleven Restrictions, the Section Twelve Restrictions, and the Tall Timbers Restrictions, include a paragraph that reads as follows:

> River Oaks shall have the right to modify or release the restrictions with reference to the location of any of the improvements, and the direction in which they shall face, whenever and to such extent as it deems for the best interest of the Addition as a whole, but such modification or release must be in writing.

The Section Seven Restrictions, the Section Eight Restrictions, the Section Nine Restrictions, the Section Ten Restrictions, the Section Eleven Restrictions, and the Section Twelve Restrictions include a paragraph that reads as follows:

> River Oaks shall have the right to modify the restrictions with reference to the location or setback of any of the improvements, and the direction which they shall face, to such extent as it deems for the best interest of the Addition as a whole, but such modification must be in writing.

Each of such paragraphs in the Restrictions is hereby amended (and, in the case of the Country Club Estates Restrictions and the Tall Timbers Restrictions, the following is added) to read as follows:

The Board of Directors shall have the authority to approve or disapprove the proposed location of a residential dwelling, garage, outbuilding or other improvement to be constructed on a lot with respect to compliance with any setbacks shown on the applicable plat or set forth in the Restrictions, compliance with any provisions set forth in the original deed to the lot, and compliance with any other provisions set forth in the Restrictions. The Board of Directors shall also have the authority to grant variances from the provisions relating to setbacks, the location of any residential dwelling, garage, outbuilding or other improvement and the direction which a residential dwelling, garage, outbuilding or other improvement must face, and any other architectural restrictions based upon circumstances such as topography, natural obstructions, aesthetics or other relevant considerations; provided that, the Board of Directors shall have no authority to grant a variance from the provisions of the Restrictions relating to the use of a lot or the use of any residential dwelling, garage, outbuilding or other improvement on a lot. Each variance must be approved by a majority vote of the Board of Directors and the terms and conditions of the variance, as well as a statement of the reason(s) for its issuance, must be set forth in a letter or other document executed by an authorized officer, Director or agent of the Association. No variance shall operate to waive any provision of the Restrictions for any purpose except as to the particular property and the particular provision made the subject of the variance.

Notwithstanding the setbacks shown on the applicable plat or set forth in the Restrictions, residential dwellings, garages and other improvements on lots on streets in certain sections of the Subdivision are located farther from the front property line than the applicable front setback. As a result, the actual locations of the residential dwellings, garages and other improvements suggest that the front setback applicable to these lots is a distance that is greater than that shown on the applicable plat or set forth in the Restrictions. If the existing residential dwelling, garage and appurtenant improvements on any such lot were to be razed and a new residential dwelling, garage or other improvement constructed on the lot at the front setback shown on the applicable plat or set forth in the Restrictions, the new residential dwelling, garage or other improvement would be located nearer to the front property line than other residential dwellings, garages and improvements on the same street, thereby disrupting the visual continuity and sight lines of the residences and appurtenant improvements on the street. For purposes of the Restrictions, the common distance from the

front property line to the front elevation of a residential dwelling on each lot on a street on which the residential dwellings are set back farther than the front setback shown on the applicable plat or set forth in the Restrictions is the "Prevailing Setback". Despite the front setback shown on the applicable plat or set forth in the Restrictions, the Board of Directors shall have the authority to disapprove the construction of a residential dwelling, garage or other improvement on a lot that is proposed to be located on the lot nearer to the front property line than the Prevailing Setback, subject to the limitations on such authority set forth in this paragraph. If, as of the date this instrument becomes effective, there exists a residential dwelling, garage or other improvement on a lot that is located nearer to the front property line than the Prevailing Setback, the owner of the lot on which the residential dwelling, garage or other improvement is located shall not be obligated to modify the residential dwelling, garage or other improvement; provided that, subject to the provisions of this paragraph, if the residential dwelling, garage or other improvement is destroyed as the result of fire or other casualty event or is voluntarily razed for the purpose of constructing a new residential dwelling on the lot, the Board of Directors shall have the authority to disapprove the construction of a new residential dwelling, garage or other improvement on the lot that is proposed to be located on the lot nearer to the front property line than the Prevailing Setback. A Prevailing Setback shall be applicable to a street despite the existence, as of the effective date of this instrument, of a residential dwelling, garage or other improvement on one or more lots on the street that is nearer to the front property line than the Prevailing Setback, so long as the most common distance from the front property line to the front elevation of a residential dwelling on lots on the street is the Prevailing Setback. Prior to the purchase of a lot or the initiation of plans for the construction of a new residential dwelling or other improvement on a lot, it is incumbent upon the purchaser of the lot or owner of a lot on which a new residential dwelling or other improvement is to be constructed, as the case may be, to contact the Board of Directors to determine whether there is a Prevailing Setback applicable to the lot.

A Prevailing Setback shall not be established on the basis of modest deviations in the actual locations of residential dwellings, garages and other improvements on lots on a particular street and the front setback(s) applicable to such lots. For purposes hereof, a residential dwelling, garage or other improvement that is set back not more than fifteen (15) feet from the front setback shown on the applicable plat or set forth in the Restrictions is deemed to be a modest deviation.

The provisions of this paragraph shall not be applicable to the construction of a residential dwelling, garage or other improvement on a lot by a person or entity who is the owner of such lot as of the date this instrument becomes effective.

7. All of the Restrictions, with the exception of the Country Club Estates Restrictions, the Section Seven Restrictions, the Section Eight Restrictions, the Section Nine Restrictions, the Section Ten Restrictions, the Section Eleven Restrictions, the Section Twelve Restrictions, and the Tall Timbers Restrictions, include a paragraph that reads as follows:

> These Restrictions shall be effective until January 1, 1955, but at any time within five years before January 1, 1955, the then owners of a majority of the square foot area of the lots in this Addition may, by written declaration, signed and acknowledged by them, and recorded in the Deed Records of Harris County, Texas, extend these restrictions, conditions and covenants, (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 additional periods of ten years as often and as long as the owners of the majority of the square feet of the property may desire.

The Section Seven Restrictions, the Section Eight Restrictions, and the Section Nine Restrictions each include a paragraph that reads as follows:

> These Restrictions shall be effective until January 1, 1975, but at any time within five years before January 1, 1975, the then owners of a majority of the square foot area of the lots in this Addition may, by written declaration, signed and acknowledged by them, and recorded in the Deed Records of Harris County, Texas, extend these restrictions, conditions and covenants, (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 additional periods of ten years as often and as long as the owners of the majority of the square feet of the property may desire.

The Section Ten Restrictions, the Section Eleven Restrictions, the Section Twelve Restrictions and the Tall Timbers Restrictions each include a paragraph that reads as follows:

> These Restrictions shall be effective until January 1, 1975, but at any time within five years before January 1, 1975, the then owners of a majority of the lots in this Section (one vote for each lot as shown on above described map) may, by written declaration, signed and acknowledged by them and recorded in the Deed Records of Harris County, Texas, extend these restrictions, conditions and covenants (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 additional periods of ten years, as often and as long as the owners of the majority of the lots in said Section may desire.

Each of such paragraphs in the Restrictions is hereby amended (and, in the case of the Country Club Estates Restrictions, the following is added) to read as follows:

The Restrictions shall remain in effect until January 1, 2015, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years each. The Restrictions shall be binding upon and inure to the benefit of and be enforceable by the Association, each owner or occupant of a lot subject to the Restrictions and the respective heirs, legal representatives, successors and assigns of the Association and each owner. If notice and an opportunity to be heard are given as provided by law, the Association shall be entitled to collect reimbursement of attorney's fees and costs actually incurred by it relating to the enforcement of the Restrictions.

8. The following paragraph is hereby added to all of the Restrictions to read as follows:

Except as expressly provided in this paragraph, there shall be no door-to-door solicitations of any type within the Subdivision. A resident of the Subdivision may make solicitations within the Subdivision solely for the purpose of raising funds for a charitable or non-profit organization.

9. The following paragraph is hereby added to all of the Restrictions to read as follows:

Except as otherwise provided in this paragraph, no exterior heating, ventilating and air-conditioning compressor unit, swimming pool equipment, or other mechanical equipment installed or replaced after the effective date of this instrument shall be situated nearer to any side or rear property line than five (5) feet unless an express variance is granted or has previously been granted in writing by the Board of Directors for the placement of such equipment or replacement equipment. If, as of the date this instrument becomes effective, any exterior heating, ventilating or air-conditioning compressor unit, swimming pool equipment, or other mechanical equipment exists on a lot and is situated on the lot nearer to a side or rear property line than five (5) feet or other than at ground level, the owner of the lot on which such equipment exists shall not be required to remove or relocate the equipment. In the event the exterior heating, ventilating or air-conditioning compressor unit, swimming pool equipment, or other mechanical

equipment requires replacement due to normal wear and tear, some casualty event or the like, the equipment may be replaced with new equipment if, and only if, the replacement equipment is substantially similar to the previously existing equipment in terms of type and size and the replacement equipment is installed at the same location as the previously existing equipment (unless the Board of Directors agrees in writing to allow the equipment to be relocated). Any exterior heating, ventilating and air-conditioning compressor unit, swimming pool equipment, or other mechanical equipment that is installed or replaced after the effective date of this instrument and situated within ten (10) feet of any side or rear property line must provide sound attenuation that reduces the noise generated by the equipment to not more than the limit provided by any applicable City of Houston ordinance, measured from the nearest point at which a structure may be constructed (without variance) on the lot adjacent to the side or rear property line on which such heating, ventilating and air-conditioning compressor unit, swimming pool equipment or other mechanical equipment is to be installed or replaced. Except as otherwise provided in this paragraph, all exterior heating, ventilating and air-conditioning compressor units, swimming pool equipment or other mechanical equipment installed or replaced after the effective date of this instrument must be located at ground level and be screened from view from any street adjacent to the lot by landscaping or approved fencing.

No commercial air-conditioning unit is permitted on any lot, unless the Board of Directors determines that the noise generated by a proposed commercial air-conditioning unit at start-up and during operation is equal to or less than the noise generated by a large residential air-conditioning unit. For purposes hereof, a commercial air-conditioning unit is an air-conditioning unit primarily designed for use in an office building, shopping center or the like. If, as of the date this instrument becomes effective, a commercial air-conditioning unit exists on a lot, the owner of the lot on which the commercial air-conditioning unit exists shall not be required to remove the unit; further, in the event the commercial air-conditioning unit requires replacement due to normal wear and tear, some casualty event or the like, the unit may be replaced with a new commercial air-conditioning unit if, and only if, the replacement unit is substantially similar to the previously existing unit in terms of size and capacity and the replacement unit is installed in the same location as the previously existing unit (unless the Board of Directors agrees in writing to allow the replacement unit to be relocated).

Except as otherwise provided in this paragraph, no window or wall air-conditioning units are permitted in any residential dwelling,

garage, outbuilding or other improvement on a lot. If, as of the date this instrument becomes effective, a window or wall air-conditioning unit exists in a residential dwelling, garage, outbuilding or other improvement on a lot, the owner of the lot on which the window or wall air-conditioning unit exists shall not be required to remove the window or wall air-conditioning unit; further, in the event the window or wall air-conditioning unit requires replacement due to wear and tear, some casualty event or the like, the unit may be replaced with a new window or wall air-conditioning unit if, and only if, the replacement unit is substantially similar to the previously existing unit in terms of size and capacity and the replacement unit is installed in the same location as the previously existing unit (unless the Board of Directors agrees in writing to allow the replacement unit to be relocated).

10. The following paragraph is hereby added to all of the Restrictions to read as follows:

(a) Except as otherwise provided in subparagraph (b) below or otherwise approved in writing by the Board of Directors, any sports goal (including a portable basketball goal); play fort; play house; tree house; play structure or similar item of any kind; bench; swing set; slide; trampoline; skateboard ramp; tire swing; rope, chain or other swing, other play equipment; topiary (unless composed of only natural growth); or similar item of any nature (each, a "restricted item"), shall not be permanently installed or permanently placed:

(i) in the front or side yard of a lot if in view from any street, or

(ii) in the rear yard of a lot nearer to a property line of such lot than any applicable building setback.

Play and sports equipment may be placed on and used in the front and side yards of a lot, in view from a street, so long as the equipment is not permanently installed or permanently placed in the front or side yard of the lot in view from a street.

Sculpture, artwork or fountains located on a lot behind the applicable front building setback and behind the applicable side building setback adjacent to a side street, if a corner lot, is permitted whether or not the sculpture and artwork is visible from a street adjacent to the lot; sculpture and artwork located on a lot nearer to the front property line than the front building setback or nearer to the side property line adjacent to a side street than the applicable side building setback, if a corner lot, is permitted only if the sculpture or artwork is not visible from the street in front of the

lot or, if a corner lot, the side street adjacent to the lot. Any permanently installed restricted item that exists and is located in the front or side yard of a lot in view from a street or in the rear yard of a lot nearer to the property line than the applicable building setback as of the effective date of this instrument, and which complies with the Restrictions applicable to the lot prior to the effective date of this instrument, is not required to be removed; provided that, if such restricted item is voluntarily removed by the owner or occupant of the lot for any reason or becomes detached as the result of normal wear and tear or damage, it may not be replaced without compliance with the Restrictions. Further, upon the sale or transfer of a lot on which there is a restricted item that is otherwise grandfathered, the restricted item must be removed unless the restricted item is permitted to remain by the Board of Directors granting written approval to allow such restricted item to remain. For purposes of this paragraph, permanently installed restricted items include, without limitation, non-portable sports goals, a play fort, play house, or other play structure (other than a plastic play fort, play house or other play structure), and a tree house. In the event of a dispute over whether a restricted item is a permanently installed restricted item, the Board of Directors shall have the authority to make the determination and its determination shall be conclusive and binding.

(b) Notwithstanding the provisions of subparagraph (a), above, any owner may at any time erect, install or place on a lot in any area in which restricted items would otherwise be prohibited by (a) above:

(i) one single seat child's rope, chain or other swing (excluding a tire swing); and

(ii) not more than two benches or bench swings, provided that the color(s) of the bench or swing and any rope, chain or other suspension material are compatible with the exterior color(s) of the residential dwelling on the lot; to the extent reasonably practical, no such bench or swing or any rope, chain or suspension material shall consist of incompatible colors, including, by way of example and not by way of limitation, purple, fuchsia, canary yellow, magenta, orange, goldenrod, fire engine red, chartreuse, and hot pink.

(c) One flagpole of a reasonable height is permitted on a lot within the building setbacks applicable to the lot. The Board of Directors shall have the authority to determine whether the height and location of a flagpole is reasonable relative to the size of the lot.

11. **The following paragraph is hereby added to all of the Restrictions to read as follows:**

The owner of adjoining lots may consolidate such lots into one (1) building site, with the privilege of constructing a residential dwelling on the resulting site, in which event the setback lines shall be measured from the resulting side property lines rather than from the side lot lines indicated on the original applicable plat. The owner of the lots to be consolidated must also comply with any replatting requirements imposed by the City of Houston. Any such consolidated building site must have a frontage at the building setback line of not less than the minimum frontage shown on the original applicable plat; provided that, if there is a Prevailing Setback applicable to the consolidated building site, the consolidated building site must have a frontage not less than the Prevailing Setback. The provisions of the Restrictions relating to total building area shall be applicable to a consolidated building site but the total building area shall be based upon the resulting front (either according to the applicable plat or the Prevailing Setback, as the case may be), side and rear setbacks. A lot may be further subdivided and a portion of a lot may be conveyed to the owner of any adjoining lot; provided that, after the effective date of this instrument, no lot shall be further subdivided and no portion of a lot shall be conveyed to the owner of an adjoining lot if (a) any resulting lot is smaller (in terms of total square footage or street frontage) than the smallest lot on the same street shown on the original applicable plat or (b) as the result of the conveyance of a portion of a lot, an existing residential dwelling, garage or other improvement on the subdivided lot will be nearer to the resulting side or rear property line than the side or rear setback applicable to the lot.

12. **The following paragraph is hereby added to all of the Restrictions to read as follows:**

No mobile home or trailer, recreational vehicle, boat, jet ski or trailer of any kind shall be stored on any lot in view from any street adjoining such lot or in view from any adjacent lot at ground level. For purposes hereof, a mobile home or trailer, recreational vehicle, boat, jet ski or trailer is stored on a lot if it is parked on the lot in view from a street adjoining such lot or in view from any adjacent lot at ground level for more than forty-eight (48) consecutive hours or if it is parked on the lot in view from an adjoining street or in view from any adjacent lot at ground level for any length of time on more than five (5) days in any calendar month. No mobile home or trailer, recreational vehicle, boat, jet ski or trailer of any kind may be parked or kept on a lot for a period in excess of forty-eight (48) consecutive hours nearer to the street in front of the lot than the front building line or nearer to the side street adjacent to a

corner lot than the side building line. No vehicle owned, leased or otherwise in the possession of a person residing on a lot shall be parked, kept or stored in the street in front of the lot or if a corner lot, in the side street adjacent to the lot, except on a temporary basis (which means that the vehicle is used on a day-to-day basis outside the Subdivision). Further, a vehicle may be parked in the street on a temporary basis only if the vehicle is operable and has all requisite licenses and permits. This paragraph does not apply to a construction vehicle parked on a lot or in the street in front of a lot on a regular basis during the period in which construction work on the lot is being performed. No inoperable vehicle shall be parked, kept or stored on a lot if visible from another lot or from any street in the Subdivision. For purposes of this paragraph, a vehicle shall be deemed to be inoperable if (a) it does not display all current and necessary licenses and permits, (b) it does not have fully inflated tires, (c) it is on a jack, blocks or the like, or (d) it is otherwise incapable of being legally operated on a public street or right-of-way. No motorcycle, dirt bike, four-wheeler, golf cart or the like shall be kept or stored on a lot if visible from another lot or from any street in the Subdivision except a four-wheeler, golf cart or the like used in conjunction with the maintenance of a lot and then only during the period that maintenance work is being performed. No commercial vehicle shall be parked, kept or stored on a lot, except a vehicle operated by a third party service provider and then only during the period that services are being provided on the lot. For purposes of this paragraph, a vehicle shall be deemed to be a commercial vehicle if it has more than two axles, it has been adapted or modified for any business or commercial use, or it displays any type of business or commercial sign, symbol, icon or logo. No vehicle, motorcycle, dirt bike, four-wheeler, golf cart or the like shall be parked on any unpaved portion of a lot except a four-wheeler, golf cart or the like used in conjunction with the maintenance of a lot and then only during the period that maintenance work is being performed. No pick-up truck or sports utility vehicle which has been substantially modified shall be parked or kept on a lot in view from any adjacent street or any adjacent lot at ground level for a period in excess of forty-eight (48) consecutive hours. For purposes hereof, a pick-up truck or sports utility vehicle has been substantially modified if the height of the vehicle exceeds the height of the vehicle as originally manufactured by more than twelve (12) inches or the exterior of the vehicle is equipped with apparatus for recreational or other use (such as, by way of example and not in limitation, apparatus for hunting) and the apparatus is readily visible.

13. **The following paragraph is hereby added to all of the Restrictions to read as follows:**

No construction office or trailer shall be moved onto any lot without the prior written approval of the Board of Directors as to size, color and location. No signage is permitted on a construction office or trailer. A construction office or trailer must be removed from the lot within thirty (30) days of the date of substantial completion of the residential dwelling or other improvement for which the construction office or trailer was moved onto the lot. For purposes hereof, construction of a residential dwelling or other improvement is deemed to commence on the date that any clearing on the lot occurs or any construction equipment is moved onto the lot. Also, for purposes hereof, the date of substantial completion of a residential dwelling or other improvement shall be deemed to be the earlier of either the date substantial completion of the residential dwelling or other improvement is achieved as defined by the American Institute of Architects or the date the improvement is capable of being used for its intended purpose. One (1) port-a-can is permitted on a lot during the construction of a residential dwelling, garage, outbuilding or other improvement on a lot. The port-a-can must be located as far from the front property line of the lot as possible while still enabling the port-a-can to be regularly serviced. The port-a-can must be screened from view in a manner determined by the Board of Directors, acting reasonably and in good faith, to be appropriate. A port-a-can shall not be moved onto a lot more than seven (7) days prior to the date that construction commences which, for purposes hereof, is the date that equipment and/or materials are moved onto or delivered to the lot. The provisions of this paragraph relating to the removal of a construction office or trailer from a lot shall be applicable to the removal of a port-a-can. During the construction of a residential dwelling, garage, outbuilding or other improvement on a lot, the owner of the lot is required to maintain or cause the owner's contractor to maintain a trash receptacle on the lot and to place all trash and debris in the receptacle so that trash and debris does not blow onto a street and another lot. The owner of the lot and the owner's contractor are also required to regularly empty and maintain the trash receptacle. The trash receptacle shall be located on the lot at the least obtrusive location that still enables the trash receptacle to be regularly emptied.

14. **The following paragraph is hereby added to all of the Restrictions to read as follows:**

After the effective date of this instrument, the type(s) and color(s) of exterior building materials and roofing materials and the color(s) of paint or color impregnation proposed to be used on the exterior of a residential dwelling, garage, outbuilding or any other improvement on a lot must be approved in writing by the Board of Directors prior to commencement of construction, or application of

exterior building materials, paint, or coloring or installation of building and/or roofing materials. The owner of the lot is required to submit to the Board of Directors a request for approval of the proposed building materials, roofing materials and paint colors, together with material and/or paint samples. The Board of Directors shall have the authority to disapprove a proposed building material or roofing material if the type of material or roofing materials is not compatible with the predominant types of building materials or roofing materials used on residential dwellings, garages, outbuildings and other improvements in the Subdivision. Further, the Board of Directors shall have the authority to disapprove the color of a proposed building material or a proposed paint color if the color is not compatible with colors used on the exteriors of residential dwellings, garages, outbuildings and other improvements in the Subdivision or if two (2) or more colors proposed to be used on improvements on a lot are not compatible with each other. Exterior colors shall be generally limited to earth tones, forest tones and white; incompatible paint colors include, by way of example and not by way of limitation, purple, fuchsia, canary yellow, magenta, orange, goldenrod, fire engine red, chartreuse, and hot pink. White roofing material is not permitted unless the white roofing material is not visible from the street in front of the lot at ground level or, if a corner lot, the side street adjacent to the lot at ground level. To facilitate review and approval of colors, the Board of Directors shall use reasonable efforts to maintain reference books of paint samples or "chips" for nationally-recognized major paint companies. If, as of the date this instrument becomes effective, the color of a building material or a paint color on the exterior of a residential dwelling, garage, outbuilding or other improvement on a lot is determined by the Board of Directors, acting reasonably and in good faith, not to be compatible with the predominant colors of building materials and paint colors used on the exteriors of residential dwellings, garages, outbuildings and other improvements in the Subdivision, the owner of the lot on which the improvement is situated shall not be obligated to change the color of the building materials or the exterior paint color. Provided that, an owner who has received written notice from the Association that the color of a building material or a paint color on the exterior of the residential dwelling, garage, outbuilding or other improvement on the owner's lot has been determined by the Board of Directors not to be compatible, the residential dwelling, garage, outbuilding or other improvement with an incompatible building material or exterior paint color shall not be replaced or repainted using the same incompatible building material or exterior paint color; rather, at the time the residential dwelling, garage, outbuilding or other improvement is repaired or repainted, a compatible building material or exterior paint color, as applicable, approved by the Board of Directors must be used.

After the effective date of this instrument, in addition to the other rights vested in the Board of Directors relating to the approval of plans for new construction on lots, the architectural style of a residential dwelling, garage and appurtenant improvements to be constructed on a lot must be approved in writing by the Board of Directors prior to the commencement of construction. The Subdivision has a significant historical presence in the City of Houston; much of the Subdivision's historical presence has to do with its original scheme of development and the architectural styles of residential dwellings within the Subdivision. By virtue of this instrument, the owners of lots in the Subdivision acknowledge that the Board of Directors is charged with the responsibility of preserving the historical integrity of the Subdivision and the continuity of architectural styles of residential dwellings and other improvements proposed to be constructed on lots. The owner of the lot shall submit to the Board of Directors plans for the proposed residential dwelling, garage and appurtenant improvements which clearly illustrate the front, side and rear elevations of the residential dwelling, garage and appurtenant improvements. The Board of Directors shall have the authority to disapprove a proposed residential dwelling, garage and/or appurtenant improvement if the architectural style of the residential dwelling, garage and/or appurtenant improvement is not compatible with the predominant architectural styles of residential dwellings, garages and appurtenant improvements in the Subdivision.

After the effective date of this instrument, the total area of the footprints of the residential dwelling, garage, outbuilding and other improvement on a lot which has a foundation, and any impermeable hardscape on the lot, including, by way of example and not in limitation, synthetic grass, driveways, walkways, swimming pools and tennis courts, shall not exceed one hundred percent (100%) of the total building area of the lot within the front, side and rear setbacks applicable to the lot, or, in the case of a lot with a total area less than 15,000 square feet, one hundred ten percent (110%) of the total building area of the lot within the front, side and rear setbacks applicable to the lot, in addition to any other applicable limitations on size, dimension or area. For purposes of this paragraph, the footprint of a residential dwelling, garage, outbuilding or other improvement is the slab or foundation of the residential dwelling, garage, outbuilding or other improvement. The purposes of this provision are to preserve permeable areas for surface water, minimize the diversion of surface water to streets and adjacent lots, and preserve the historical character of River Oaks as a subdivision with substantial vegetation and open spaces.

After the effective date of this instrument, plans illustrating the location of all walkways and driveways proposed to be constructed in the front yard of a lot and, if a corner lot, the side yard of the lot adjacent to the street, must be submitted to and approved in writing by the Board of Directors prior to installation or construction. The plans must include the dimensions of each walkway and driveway and the type and color of materials to be used in construction. The Board of Directors shall have the authority to disapprove a proposed walkway or driveway if the design or type or color of materials proposed to be used in the construction of the walkway or driveway is not compatible with the predominant types of walkways and driveways in the Subdivision or the walkway or driveway is not compatible with the residential dwelling, garage and/or appurtenant improvements constructed or to be constructed on the lot. No walkway or driveway which exists on a lot as of the date this instrument becomes effective is required to be removed or modified. In the event that a walkway or driveway which exists on a lot as of the date this instrument becomes effective requires repair or replacement, the walkway or driveway may be repaired and replaced so long as the walkway or driveway, as repaired or replaced, is substantially similar to the previously existing walkway or driveway in terms of design and type and color of materials and the location of the walkway or driveway is not changed.

A solid rock yard or similar type of hardscape is not permitted in the front yard of a lot or in the side yard of a lot if visible from the street in front of the lot at ground level or if a corner lot, the side street adjacent to the lot at ground level.

The owners of lots in the Subdivision acknowledge that there exists a wide variety of architecture in the Subdivision that has historically enhanced the interest and desirability of the Subdivision. The Board of Directors shall use its discretionary authority relating to architecture with due care. The owners do not envision homogenization of the Subdivision, but the protection of the Subdivision from the incompatible.

15. **The following paragraph is hereby added to all of the Restrictions to read as follows:**

For aesthetic purposes and to preserve the historical character of River Oaks as a subdivision with substantial vegetation and open spaces, it is the objective of the owners to preserve trees within the Subdivision. The owners of lots in the Subdivision acknowledge that the Board of Directors is charged with the responsibility of fulfilling these objectives. Accordingly, plans submitted to the Board of Directors for the construction of a new residential

dwelling on a lot or a substantial addition to an existing residential dwelling or other improvement on a lot must identify all trees with a caliper of six (6) inches or more (measured 12 inches above grade) to be removed from the lot. In the event that a tree with a caliper of six (6) inches or more (measured 12 inches above grade) which is not dead and which is located nearer to the front property line than the front building setback or, if a corner lot, nearer to the side property line adjacent to the side street than the applicable side building setback, is removed from a lot in conjunction with the construction of a new residential dwelling on a lot or a substantial addition to an existing residential dwelling or other improvement on a lot, the Board of Directors may, in its discretion, require the owner of the lot to replace the tree with a hardwood tree or other type of tree approved by it in writing. A replacement tree must have a caliper of at least six (6) inches measured twelve (12) inches above grade and otherwise be proportionate in height and size given its type.

16. **The following paragraph is hereby added to all of the Restrictions to read as follows:**

Construction work is not permitted on a lot at any time on a Sunday, or on a Saturday or a holiday before 9:00 a.m. or after 6:00 p.m. Construction work is not permitted on any weekday that is not a holiday before 7:30 a.m. or after dusk or 7:00 p.m., whichever is earlier. As used herein, the term "construction work" means both interior and exterior construction activities and includes actual construction work and staging activities such as, by way of example and not in limitation, gathering of workmen and unloading consumables, machinery and equipment. Notwithstanding the foregoing, construction work which is not noisy (such as, by way of example and not in limitation, painting) and which does not involve noisy staging activity or other exterior activity, is permitted within the interior of a residential dwelling or other improvement on any day on which construction work is otherwise prohibited between the hours of 9:00 a.m. and 6:00 p.m.

Contractors and/or workmen are not permitted to play radios or any other type of audio equipment at a volume that unreasonably disturbs any surrounding residents. For purposes hereof, the determination of whether noise created by a radio or other type of audio equipment played by any contractor and/or workmen is unreasonable shall be based upon persons of ordinary sensibilities.

Lawn maintenance work and landscaping work performed by a third party contractor is not permitted at any time on a Sunday, or on a Saturday or a holiday before 9:00 a.m. or after 1:00 p.m. Lawn maintenance work and landscaping work performed by a third party

contractor is not permitted on any weekday that is not a holiday before 8:00 a.m. or after 5:00 p.m. For purposes hereof, any person or entity performing lawn maintenance work and landscaping work on a lot other than the owner or occupant of the lot is deemed to be a third party contractor.

Lawn maintenance work and landscaping work performed by the owner or occupant of a lot is permitted on any day between 8:00 a.m. and dusk. Additionally, the owner or occupant of a lot is permitted to perform lawn maintenance work and landscaping work that does not create noise (such as work not involving the use of motorized equipment) at any time.

The permissible periods to perform construction work or lawn maintenance work and landscaping work by third party contractors, as set forth herein, may be changed by a supplement to or amendment of the River Oaks Policies and Procedures. A supplement to or amendment of the River Oaks Policies and Procedures for the purpose of changing the permissible periods to perform construction work or lawn maintenance work and landscaping work by third party contractors shall require approval by the Board of Directors.

Owners are responsible for assuring that their contractors and all subcontractors comply with the provisions of this paragraph. If any City of Houston ordinance applicable to the Subdivision and relating to the subject matter of this paragraph is more restrictive than the provisions of this paragraph, owners shall be required to comply with the more restrictive provisions of the ordinance.

17. **The following paragraph is hereby added to all of the Restrictions to read as follows:**

No garbage or trash or garbage or trash container shall be maintained on a lot so as to be visible from any lot or street in the Subdivision except to make garbage or trash available for collection and then only for the shortest time reasonably necessary to effect collection.

18. **The following paragraph is hereby added to all of the Restrictions to read as follows:**

The Association is vested with the authority to implement written architectural control guidelines under the Texas Property Code. "River Oaks Property Owners, Inc. Policies and Procedures Applicable to All Properties Located Within River Oaks Addition to the City of Houston, Including, Without Limitation, the Tall Timbers Section and Country Club Estates Addition to the City of Houston, Texas" (the "River Oaks Policies and Procedures") was previously

adopted per the Texas Property Code and recorded under Clerk's File No. W209586 of the Official Public Records of Real Property of Harris County, Texas. If there is a conflict between any provision in the River Oaks Policies and Procedures and the Restrictions, the Restrictions shall control. To be effective, any supplement to or amendment of the River Oaks Policies and Procedures (or notice thereof) must be approved by the Board of Directors and recorded in the Official Public Records of Real Property of Harris County, Texas.

19. The following paragraph is hereby added to all of the Restrictions to read as follows:

After the effective date of this instrument, no antenna of any type, including, without limitation, broad band antennas, that are visible from any street adjacent to a lot are permitted to be installed on a lot except to the extent that this paragraph is pre-empted by applicable rules and regulations of the Federal Communications Commission; provided that, the color of any permitted antenna must be compatible with the exterior color(s) of the residential dwelling, garage, and appurtenant improvements on the lot. Provided further that, the Board of Directors shall have the authority to permit the installation of an antenna on a lot that may be visible from an adjacent street but that is so unobtrusive due to its type, size and/or location that its visibility is reasonably and aesthetically deemed to be insignificant. No antenna which exists on a lot as of the date this instrument becomes effective is required to be removed or relocated. In the event that an antenna which exists on a lot as of the date this instrument becomes effective requires repair or replacement, the antenna may be repaired or replaced so long as the antenna, as repaired or replaced, is substantially similar to the previously existing antenna in terms of type and color and the location of the antenna is not changed (unless the Board of Directors agrees in writing to allow the antenna to be relocated).

20. The following paragraph is hereby added to all of the Restrictions to read as follows:

In the event an owner is notified in writing by the Association of a violation of the Restrictions or is denied a requested variance from the Restrictions, after appearing before the Board at a regular meeting to attempt to resolve the matter in a manner satisfactory to the owner and the Board, the owner shall have the right to require a non-binding mediation with respect to such matter. The Board shall adopt written policies and procedures assuring any affected owner prompt access to a mediation facilitated by a mediator acceptable to the owner and the Board or, if one cannot be agreed on, then by a mediator appointed by the Harris County Dispute

Resolution Center. Each party shall bear its own costs of mediation except that the Association shall pay the entire mediator's fee.

21. **The following paragraph is hereby added to all of the Restrictions to read as follows:**

The Restrictions may be amended or terminated by an instrument approved in writing by owners representing not less than seventy-five percent (75%) of the lots in the Subdivision. The signatures of the owners approving an amendment to or termination of the Restrictions need not be acknowledged; provided that, a certificate signed and acknowledged by an officer of the Association must be attached to the amendment or termination document verifying that owners of the requisite number of lots in the Subdivision have approved the amendment or termination of the Restrictions. In the event there are multiple owners of a lot, the approval may be reflected by the signature of a single co-owner. No amendment or termination of the Restrictions shall be effective until the amendment or termination document, to which the certificate of an officer of the Association and the written approvals of the owners are attached, is recorded in the Official Public Records of Real Property of Harris County, Texas.

The provisions of the Restrictions, which are supplemented by the River Oaks Policies and Procedures, remain in full force and effect, as amended herein, and are hereby ratified and confirmed.

EXECUTED on the dates set forth in the attached consents to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

20130135 5-1-13