



d. "Subdivision" or "Avalon" means all sections of Avalon, as identified above and as set forth in this instrument.

E. "Lot" means all existing subdivided tracts of land located within the outer boundaries of Avalon that have been assigned a permanent street address by the U.S. Postal Service.

1. All of the Restrictions are hereby amended by adding the following provision.

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.

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. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

2. The Restrictions are hereby amended and the following is added to read as follows:

Each lot conveyed after the effective date hereof shall be mowed and trimmed at regular intervals so as

to maintain the same in a neat and attractive manner. Furthermore, trees, shrubs, vines and plants which die shall be promptly removed from the lot, and no residential dwelling or other improvement on a lot shall be permitted to fall into disrepair., 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 (30th) 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

3. The 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 ten (10) 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, stone 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. 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.

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 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 street shall exceed six (6) feet in height, measured from natural grade.

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.

Avalon 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 Avalon as a whole, but such modification or release must be in writing.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

4. The Restrictions are hereby amended or 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 APrevailing 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 five (5) 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

5. The Restrictions are hereby amended to read as follows:

The Restrictions shall remain in effect until January 1, 2016, 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

6. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

7. 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).

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

8. 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. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

9. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

10. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

11. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

12. 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 Achips® 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

13. 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 10,000 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 Avalon as a subdivision with substantial vegetation and open spaces.

After the effective date of this instrument, any garage, carport, or similar structure(s) built on a Lot must be detached and shall be set back from the front lot line a distance equaling no less than those

distances originally set out in the Restrictions. The front setback provision does not apply to port cocheres or similar type structures; however, the port cocheres shall be considered to be attached to the primary residence and subject to all existing side setback Restrictions. The height of any structure built on a lot shall not exceed thirty-six feet (36'), as measured from the top of the street curb located immediately adjacent to the front of the Lot. The height Restriction shall exclude chimneys and vent stacks.

After the effective date of this instrument, any primary residence built on a Lot shall not have third story windows or rooftop dormer windows which face either the east or west property line for those Lots located on city streets that run in a general east-west direction, and any primary residence built on a Lot shall not have third story windows or rooftop dormer windows which face either the north or south property line for those Lots located on Dickey Place. Any garage structure built on a Lot shall not have second floor windows located on the exterior wall located closest to either an east or west property line for those Lots located on city streets that run in a general east-west direction, and any garage structure built on a Lot shall not have second floor windows located on the exterior wall located closest to either a north or south property line for those Lots located on Dickey Place.

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 Lot(s) 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

14. 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 Avalon 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

15. 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 Aconstruction 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 Avalon Policies and Procedures.

A supplement to or amendment of the Avalon 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

16. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

17. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

18. 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).

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

19. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

20. 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.

FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

The provisions of the Restrictions, which are supplemented by the Avalon 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.