

2018 - Amendment to
Restrictions
(Second Amendment)

**AMENDMENT OF RESTRICTIONS FOR
AVALON PLACE, AVALON PLACE, FIRST THROUGH FIFTH ADDITIONS INCLUSIVE
AND
AVALON PLACE, SECTION SIX**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amendment of Restrictions Avalon Place, Avalon Place, First through Fifth Additions inclusive, and Avalon Place, Section Six ("Amendment") is made on the date hereinafter set forth by the owners of property in Avalon Place, Avalon Place, First through Fifth Additions inclusive, and Avalon Place, Section Six, each a subdivision in the City of Houston, Texas according to the maps or plats thereof filed of record in (i) Volume 11, Page 52, (ii) Volume 12, Page 59, (iii) Volume 12, Page 70, (iv) Volume 15, Page 5, (v) Volume 17, Page 8, (vi) Volume 1163, Page 136, and (vii) Volume 39, Page 51, all of the Map Records of Harris County, Texas (the foregoing additions and sections of Avalon Place being referred to collectively herein as the "Subdivision").

WITNESSETH:

WHEREAS, the Subdivision is subject to certain reservations, restrictions, covenants and policies and procedures (the "Restrictive Covenants") as amended and restated in that certain *Amended and Restated Restrictions for Avalon Place, First through Fifth Additions inclusive, and Avalon Place, Section Six* filed of record in the Real Property Records for Harris County, Texas on November 20, 2001 under Clerk's File No. V433668, and refiled to correct a scrivener's error on February 1, 2002 under Clerk's File No. V574838 (the "Declaration").

WHEREAS, the Owners (as that term is defined in the Declaration) desire to amend the Restrictive Covenants applicable to the Subdivision.

NOW, THEREFORE, the owners of Property within the Subdivision hereby amend the Declaration as follows:

AMENDMENT OF DECLARATION

1. Section 5.3 is added after Section 5.2 of the Declaration and shall read in its entirety as follows:

"DURATION OF APPROVAL. The approval of any building plans by the Architectural Committee shall remain effective until the expiration of one (1) year from the date of transmission of the written approval of such plans by the Architectural Committee to the Owner (the "Commencement Deadline"). If construction of the improvements contemplated by such approved plans has not commenced by the Commencement

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Deadline, the approval of the Architectural Committee shall automatically terminate and be of no further force and effect. For purposes of this section, "commenced" means (a) the owner has entered into a binding construction contract with a third party general contractor, (b) a construction permit has been issued by the City of Houston, and (c) construction of the improvements has begun on the site."

2. Section 5.4 is added after Section 5.3 of the Declaration as amended and shall read in its entirety as follows:

"ARCHITECTURAL REVIEW FEE. The Architectural Committee is hereby authorized to require applicants that submit plans and specifications to the Architectural Committee for review to pay for reasonable out-of-pocket expenses connected with the review of the submitted plans and specifications. The Board may post a standard fee as promulgated by the Architectural Review Committee on the website and/or in the policies and procedures of the Association, however, the posted fee shall not prevent the Architectural Committee from requiring payment for the actual reasonable out-of-pocket expenses."

3. Section 6.1 of the Declaration is hereby modified to read in its entirety as follows:

"SECTION 6.1 RESIDENTIAL DWELLING CONSTRUCTION. Residential Dwellings must be at least two stories in height, however, Residential Dwellings and other structures on a Lot may not exceed thirty eight feet (38') in height as measured from the top of curb elevation at the mid-point of the Lot fronting the adjacent street to the highest roof ridge, exclusive of any chimney."

4. Section 6.8 is added after Section 6.7 of the Declaration as amended and shall read in its entirety as follows:

"POOLS, EQUIPMENT, AND FIXTURES.

(a) No pools, pool equipment, generators or air conditioning equipment shall be located on any Lot nearer than three feet (3') from the side Lot line.

(b) No covered patio, terrace, pool structure, trellis, arbor, or other structure shall be located on any Lot nearer than three feet (3') from the side Lot line, and each such covered patio, terrace, pool structure, trellis, arbor or other structure shall be located behind the outbuilding setback for such Lot as stated in the Section 6.2.

(c) All pools; pool pumps, filters, heaters and other pool equipment; electrical generators; solar panels; heating and air conditioning equipment and other similar types of equipment and fixtures shall be located behind the front building setback line established in Section 6.2 or the applicable plat for the Lot in question, and shall be fenced or screened to completely obscure their visibility from the street in front of the Lot."

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5. Section 6.9 is added after Section 6.8 of the Declaration as amended and shall read in its entirety as follows:

"ROOF OVERHANGS AND FRONT PORCHES.

(a) Side Roof Overhangs. A roof may overhang beyond any three foot (3') side building setback line a maximum of twelve inches (12"). A roof may overhang beyond any five foot (5') to six foot (6') side building setback lines a maximum of eighteen inches (18"). A roof may overhang beyond any nine foot (9') to ten foot (10') side building setback lines a maximum of twenty four inches (24").

(b) Front Roof Overhangs. Roof overhangs may not exceed eighteen inches (18") beyond the front building setback line. Roof overhangs of such front porches and pediments shall not exceed eighteen inches (18") beyond the front building setback line. Front porch columns shall be located behind the front building setback line.

(c) Front Porches. Front porches (uncovered) may extend up to forty-eight inches (48") beyond the front building setback line."

6. Section 6.10 is added after Section 6.9 of the Declaration as amended and shall read in its entirety as follows:

"GARAGE DOORS / CARPORTS / PORTE COCHERES / CONNECTION BETWEEN STRUCTURES:

a. Garage doors, garage openings and carports (for both detached and attached structures) must be located behind the outbuilding front setback line stated in Section 6.2.

b. Connections between Structures (Existing and New):

1). A connection may be constructed between an existing, detached outbuilding garage (or carport) structure and an existing Residential Dwelling so long as the garage doors, garage openings and/or carports are located behind the outbuilding front setback line stated in Section 6.2. The new connection may be one-story or two-story and may be either open-sided or enclosed. Further, the side setback along the driveway side of the property for both the Residential Dwelling and the garage or carport structure (for each portion of such located 'behind' the specified outbuilding front setback) may then remain no closer than three feet (3') from the driveway side Lot line. The side setback for the opposite side of the property shall remain the specified Residential Dwelling setback along the entire depth of the property.

2). A connection may be located between a new, detached outbuilding garage structure (or carport) and a new Residential Dwelling so long as the garage doors, garage openings and/or carports are located behind the outbuilding front setback line stated in Section 6.2. The connection may be one-story or two-story and can be either open-sided or enclosed. Further, the side setback for both the Residential Dwelling and the garage structure (for each portion of such located 'behind' the specified outbuilding setback) may then be located no closer than three feet (3') from the driveway side Lot line. The side setback for the opposite side of the property shall remain the specified Residential Dwelling setback along the entire depth of the property.

c. Garage doors, garage openings and carports located on corner lots and facing side streets such as Dickey Place, Bellmeade, Reba, and Kirby Drive shall not be located less than eighteen feet (18') from the interior edge of the public street right-of-way.

d. Porte Cocheres shall have the same setback as the Residential Dwelling if the Porte Cochere is designed to provide access to an attached or detached Garage or Carport. If not designed to provide such access, the Porte Cochere shall have the same setback as a Carport."

- 7. Section 6.11 is added after Section 6.10 of the Declaration as amended and shall read in its entirety as follows:

BALCONIES, EXTERIOR STAIRS AND LANDINGS. Balconies (both open and covered), exterior stairs, railings and landings shall be located a minimum of 10 ft. away from the side and rear Lot lines."

- 8. Section 6.12 is added after Section 6.11 of the Declaration as amended and shall read in its entirety as follows:

CONSTRUCTION DEBRIS. All trash and construction debris must be placed in a metal trash container and the metal trash container must be emptied or removed within one (1) week of becoming full. Owners shall keep their Lot clear of trash, garbage or debris during construction."

- 9. Section 6.13 is added after Section 6.13 of the Declaration as amended and shall read in its entirety as follows:

CONSTRUCTION HOURS. Construction of improvements on any Lot may occur only during the days and hours designated by the Board of Directors. The Board of Directors shall post the permitted construction hours on the website for the Association or in the policies and procedures of the Association or in another recorded document. The Board of Directors may change the permitted construction hours from time to time by vote of

the Board of Directors and update the website of the Association or recorded document to reflect the current permitted construction hours."

10. Section 6.14 is added after Section 6.13 of the Declaration as amended and shall read in its entirety as follows:

"SECTION 6.14 CONSTRUCTION OVER UTILITY EASEMENTS. No construction of improvements shall be permitted on or over a public utility easement."

11. Section 6.15 is added after Section 6.14 of the Declaration as amended and shall read in its entirety as follows:

"SECTION 6.15 EXISTING ENCROACHMENTS. Encroachments into setbacks established herein that existed prior to the effective date of these amendments are allowed to remain in place, provided the encroachment may not be materially altered or expanded (e.g. adding a second story to an existing one-story enclosed walkway or structure). Any alteration of the size of the foundation under or expansion of the encroaching structure located on that foundation requires compliance with the Restrictions."

Except as set forth above, no further amendment to the Declaration or Restrictive Covenants is made herein and the Owners hereby ratify the Declaration and Restrictive Covenants therein as valid covenants restricting the Subdivision.

All capitalized terms not herein defined shall have the meanings attributed to them in the Declaration.

To the extent of a conflict between this Amendment and the Declaration, this Amendment shall control.

If there exists on the Effective Date of this Amendment, any improvement which is in violation of this Amendment but not the Restrictive Covenants set forth in the Declaration prior to amendment hereby, such improvement may remain in place, unchanged, and may be repaired; provided, however, any replacement of the improvement must comply with the Declaration as amended by this Amendment.

The forgoing Amendment has been signed by the required Owners pursuant to Section 7.1 of the Declaration as modified by Section 209.0041 of the Texas Property Code.

This Amendment shall be immediately effective upon the recording hereof in the Official Real Property Records of Harris County, Texas.

This Amendment shall constitute a restrictive covenant running with the land, and shall bind the Owners, and their heirs, executors, successors and assigns forever.

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COPY

UNOFFICIAL

**CERTIFICATION
OF
AMENDMENT OF RESTRICTIONS FOR
AVALON PLACE, AVALON PLACE, FIRST THROUGH FIFTH ADDITIONS INCLUSIVE
AND
AVALON PLACE, SECTION SIX**

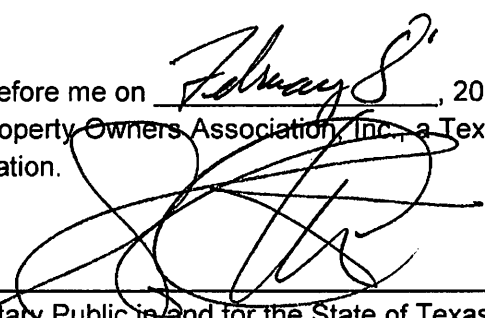
The foregoing Amendment has been approved by the requisite Owners pursuant to the procedures set forth in the Declaration as modified by Section 209.0041 of the Texas Property Code.

Avalon Property Owners Association, Inc.

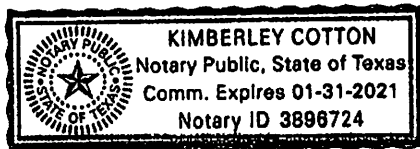
By: 
James H. Barksdale, III
President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was sworn to and subscribed before me on February 8th, 2018 by James H. Barksdale, III, President of the Avalon Property Owners Association, Inc., a Texas nonprofit corporation on behalf of said nonprofit corporation.


Notary Public in and for the State of Texas

[seal]



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02/23/2018 11:05 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$40.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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