

2001 - Amended & Restated Restrictions

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AMENDED AND RESTATED RESTRICTIONS
for
 AVALON PLACE,
 AVALON PLACE, FIRST THROUGH FIFTH ADDITIONS
 INCLUSIVE
and
 AVALON PLACE, SECTION SIX
 ALL HARRIS COUNTY SUBDIVISIONS

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COUNTY CLERK
HARRIS COUNTY TEXAS

Henry C. Thompson

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AMENDED AND RESTATED RESTRICTIONS
for
AVALON PLACE,
AVALON PLACE, FIRST THROUGH FIFTH ADDITIONS INCLUSIVE
and
AVALON PLACE, SECTION SIX
ALL HARRIS COUNTY SUBDIVISIONS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Avalon Place

WHEREAS, W. L. Edmundson was the sole owner of that certain property known as Avalon Place, a Harris County Subdivision according to the map or plat thereof filed of record in Volume 11, Page 52 of the Map Records of Harris County, Texas (“Avalon Place”); and

WHEREAS, W. L. Edmundson (joined by Gertrude S. Dickey and William M. Dickey as lienholders) encumbered property in Avalon Place with those covenants, conditions, and restrictions set forth in those certain instruments filed of record under Volume 930, Page 164 of the Deed Records of Harris County, Texas (the “Avalon Place Restrictions”); and

WHEREAS, the Avalon Place Restrictions were properly extended and apply to all of Avalon Place, which extension was in accordance with the provisions of the Avalon Place Restrictions and was accomplished by virtue of that certain instrument recorded in Volume 2366, Page 232 of the Deed Records of Harris County, Texas (the Avalon Place Restrictions, as extended, still hereinafter referred to as the “Avalon Place Restrictions”); and

Avalon Place, First Addition

WHEREAS, William M. Dickey, was the sole owner of that certain property known as Avalon Place, First Addition, a Harris County Subdivision according to the map or plat thereof filed of record in Volume 12, Page 49 of the Map Records of Harris County, Texas (“Avalon Place, First Addition”); and

WHEREAS, William M. Dickey, encumbered the property in the Avalon Place, First Addition with those covenants, conditions, and restrictions set forth in those certain instruments filed of record under Volume 1117, Page 484 of the Deed Records of Harris County, Texas (the “Avalon Place, First Addition Restrictions”); and

WHEREAS, the Avalon Place, First Addition Restrictions were properly extended, in accordance with the provisions of the Avalon Place, First Addition Restrictions, by virtue of that certain instrument recorded in Volume 2882, Page 517 of the Deed Records of Harris County, Texas (the Avalon Place, First Addition Restrictions, as extended, still hereinafter referred to as the “Avalon Place, First Addition Restrictions”); and

Avalon Place, Second Addition

WHEREAS, William M. Dickey, was the sole owner of that certain property known as Avalon Place, Second Addition, a Harris County Subdivision according to the map or plat thereof filed of record in Volume 12, Page 70 of the Map Records of Harris County, Texas (“Avalon Place, First Addition”); and

WHEREAS, William M. Dickey, encumbered the property in the Avalon Place, Second Addition with those covenants, conditions, and restrictions set forth in those certain instruments respectively filed of record under Volume 1004, Page 416 and Volume 1054, Page 33 of the Deed Records of Harris County, Texas (the “Avalon Place, Second Addition Restrictions”); and

WHEREAS, the Avalon Place, Second Addition Restrictions were properly extended, in accordance with the provisions of the Avalon Place, Second Addition Restrictions, by virtue of those certain instruments respectively recorded in Volume 2712, Page 257 and Volume 2871, Page 705 of the Deed Records of Harris County, Texas (the Avalon Place, Second Addition Restrictions, as extended, still hereinafter referred to as the “Avalon Place, Second Addition Restrictions”); and

Avalon Place, Third Addition

WHEREAS, William M. Dickey, was the sole owner of that certain property known as Avalon Place, Third Addition, a Harris County Subdivision according to the map or plat thereof filed of record in Volume 15, Page 5 of the Map Records of Harris County, Texas (“Avalon Place, Third Addition”); and

WHEREAS, William M. Dickey, encumbered the property in the Avalon Place, Third Addition with those covenants, conditions, and restrictions set forth in those certain instruments respectively filed of record under Volume 1100, Page 61 and Volume 1138, Page 725 of the Deed Records of Harris County, Texas (the “Avalon Place Third Addition Restrictions”); and

WHEREAS, the Avalon Place, Third Addition Restrictions were properly extended, in accordance with the provisions of the Avalon Place, Third Addition Restrictions, by virtue of those certain instruments respectively recorded in Volume 3254, Page 38; Volume 3243, Page 421 of the Deed Records of Harris County, Texas and in the Official Public Records of Real Property of Harris County, Texas under County Clerk’s File Nos. C019248; C746789; E351465; F691209; L769001; N030987; and T159973 and purportedly amended by virtue of those certain instruments respectively recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk’s File Nos. F032259 and R097003 (the Avalon Place, Third Addition Restrictions, as extended and amended, still hereinafter referred to as the “Avalon Place, Third Addition Restrictions”); and

Avalon Place, Fourth Addition

WHEREAS, William M. Dickey, was the sole owner of that certain property known as Avalon Place, Fourth Addition, a Harris County Subdivision according to the map or plat thereof filed of record in Volume 17, Page 8 of the Map Records of Harris County, Texas (“Avalon Place, Fourth Addition”); and

WHEREAS, William M. Dickey, encumbered the property in the Avalon Place, Fourth Addition with those covenants, conditions, and restrictions set forth in those certain instruments

respectively filed of record under Volume 1167, Page 126 and Volume 1212, Page 711 of the Deed Records of Harris County, Texas (the "Avalon Place Fourth Addition Restrictions"); and

WHEREAS, the restrictions contained in Volume 1212, Page 711 were reinstated by virtue of that certain instrument recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. P822359 (the "Reinstatement Document") the Avalon Place, Fourth Addition Restrictions, as partially reinstated by the Reinstatement Document, still hereinafter referred to as the "Avalon Place, Fourth Addition Restrictions"); and

Avalon Place, Fifth Addition

WHEREAS, William M. Dickey, was the sole owner of that certain property known as Avalon Place, Fifth Addition, a Harris County Subdivision according to the map or plat thereof filed of record in Volume 1163, Page 136 of the Map Records of Harris County, Texas ("Avalon Place, Fifth Addition"); and

WHEREAS, William M. Dickey, encumbered the property in the Avalon Place, Fifth Addition with those covenants, conditions, and restrictions set forth in those certain instruments filed of record under Volume 1193, Page 545 of the Deed Records of Harris County, Texas (the "Avalon Place Fifth Addition Restrictions"); and

WHEREAS, the Avalon Place, Fifth Addition Restrictions were amended by virtue of that certain instrument filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. D453148 (the Avalon Place, Fifth Addition Restrictions, as amended, still hereinafter referred to as the "Avalon Place, Fifth Addition Restrictions"); and

Avalon Place, Section Six

WHEREAS, Aubrey Fariss, was the sole owner of that certain property known as Avalon Place, Section Six, a Harris County Subdivision according to the map or plat thereof filed of record in Volume 39, Page 51 of the Map Records of Harris County, Texas ("Avalon Place, Section Six") (Avalon Place; Avalon Place, First Addition; Avalon Place, Second Addition; Avalon Place, Third Addition; Avalon Place, Fourth Addition; Avalon Place, Fifth Addition, and; Avalon Place, Section Six hereinafter collectively referred to as the "Subdivision"); and

WHEREAS, Aubrey Fariss, encumbered the property in Avalon Place, Section Six with those covenants, conditions, and restrictions set forth in those certain instruments filed of record under Volume 2467, Page 378 of the Deed Records of Harris County, Texas (the "Avalon Place, Section Six Restrictions") (Avalon Place Restrictions; Avalon Place, First Addition Restrictions; Avalon Place, Second Addition Restrictions; Avalon Place, Third Addition Restrictions; Avalon Place, Fourth Addition Restrictions; Avalon, Place, Fifth Addition Restrictions; and, Avalon Place, Section Six Restrictions hereinafter collectively referred to as the "Prior Restrictions"); and

Amendment Procedure for Avalon Place; Avalon Place, First Addition, and; Avalon Place, Second Addition

WHEREAS, the Avalon Place Restrictions; Avalon Place, First Addition Restrictions, and; Avalon Place, Second Addition Restrictions do not contain a provision for additions to or modification of the restrictions; and

WHEREAS, Texas Property Code, Section 204.005, provides a property owners' association has the authority to approve and circulate a petition relating to the extension of, addition to, or modification of existing restrictions, which petition must be approved by the owners of at least seventy five percent (75%) of the real property in the subdivision; and

WHEREAS, Avalon Property Owners Association, Inc. (the "Association"), is a property owners' association, whose membership consists of owners of property in the Subdivision as required by Texas Property Code, Section 204.005(a); and

WHEREAS, the Avalon Place Restrictions; Avalon Place, First Addition Restrictions, and; Avalon Place, Second Addition Restrictions do not, however, refer to the Association; and

WHEREAS, Texas Property Code, Section 204.006 provides that existing restrictions applicable to a subdivision may be amended by sixty percent (60%) of the owners in a subdivision in order to add to or modify the existing restrictions to create and operate a property owners' association; and

WHEREAS, a Petition Committee for: Avalon Place; Avalon Place, First Addition, and; Avalon Place, Second Addition has heretofore been created as required by Texas Property Code Sections 204.006 and 201.005; and

WHEREAS, the Board of Directors of the Association approved the contents of this instrument and directed that it be circulated for approval by the Owners in Avalon Place, Avalon Place, First Addition and Avalon Place, Second Addition, as evidenced by the signatures of the President and Secretary of the Association set forth below; and

WHEREAS, the owners of at least seventy-five percent (75%) of the real property in Avalon Place, Avalon Place, First Addition and Avalon Place, Second Addition wish to add to and modify the Avalon Place Restrictions, Avalon Place, First Addition Restrictions and Avalon Place, Second Addition Restrictions, which addition and modification shall occur in the following sequential order: (i) adding to the Avalon Place Restrictions, Avalon Place, First Addition Restrictions and Avalon Place, Second Addition Restrictions for the sole purpose of creating and operating the Association in the restrictions applicable to Avalon Place, Avalon Place, First Addition and Avalon Place, Second Addition as allowed by Texas Property Code, Section 204.006 and as set forth in Articles 2 and 3 hereof; and thereafter (ii) adding to, modifying and restating the Avalon Place Restrictions, Avalon Place, First Addition Restrictions and Avalon Place, Second Addition Restrictions as set forth in Articles 1 through 8; and

Amendment Procedure for Avalon Place, Third Addition

WHEREAS, the Avalon Place, Third Addition Restrictions applicable to Lots One (1) through Sixteen (16) inclusive in Block "N" and Lots Seventeen (17) through Thirty-Two (32) inclusive in Block "L" of Avalon Place, Third Addition do not contain a provision for additions to or modification of the restrictions; and

WHEREAS, the portion of Avalon Place, Third Addition Restrictions applicable to Lots Four (4) through Eleven (11) inclusive in Block "M" and Lot One (1) in Block "S" of Avalon Place, Third Addition provides the terms thereof can be amended by the then owners of the majority of the

square feet area of Lots Seventeen (17) through Thirty-Two (32) inclusive in Block "L" and Lot One (1) in Block "S" of Avalon Place, Third Addition; and

WHEREAS, as stated above, the Texas Property Code, Section 204.005, provides a property owners' association has the authority to approve and circulate a petition relating to the extension of, addition to, or modification of existing restrictions, which petition must be approved by the owners of at least seventy five percent (75%) of the real property in the subdivision; and

WHEREAS, the Avalon Place, Third Restrictions do not refer to the Association; and

WHEREAS, as also stated above, the Texas Property Code, Section 204.006 provides that existing restrictions applicable to a subdivision may be amended by sixty percent (60%) of the owners in a subdivision in order to add to or modify the existing restrictions to create and operate a property owners' association; and

WHEREAS, a Petition Committee for Avalon Place, Third Addition has heretofore been created as required by Texas Property Code Sections 204.006 and 201.005; and

WHEREAS, the Board of Directors of the Association approved the contents of this instrument and directed that it be circulated for approval by the Owners in Avalon Place Third Addition, as evidenced by the signatures of the President and Secretary of the Association set forth below; and

WHEREAS, the owners and seventy-five percent (75%) of the real property in Avalon Place, Third Addition wish to add to and modify the Avalon Place, Third Addition Restrictions, which addition and modification shall occur in the following order: (i) adding to the Avalon Place, Third Addition Restrictions by creating and operating the Association in the restrictions applicable to Avalon Place, Third Addition as allowed by Texas Property Code, Section 204.006 and set forth in Articles 2 and 3 hereof; and then (ii) adding to, modifying and restating the Avalon Place, Third Addition Restrictions as set forth below; and

**Amendment Procedure for Avalon Place, Fourth Addition
Avalon Place, Fifth Addition and Avalon Place, Section Six**

WHEREAS, the Avalon Place, Fourth Addition Restrictions, Avalon Place, Fifth Addition Restrictions and Avalon Place, Section Six Restrictions respectively provide the terms thereof may be amended by a vote of a majority of the owners of lots in each Avalon Place, Fourth Addition, Avalon Place, Fifth Addition and Avalon Place, Section Six; and

WHEREAS, this instrument has been approved by at least a majority of the respective owners of lots in each Avalon Place, Fourth Addition, Avalon Place, Fifth Addition and Avalon Place, Section Six, which addition and modification of the Avalon Place Fourth Addition Restrictions, Avalon Place, Fifth Addition Restrictions and Avalon Place, Section Six Restrictions shall occur in the following sequential order: (i) designating the Association in the applicable restrictions as set forth in Articles 2 and 3 hereof; and thereafter (ii) adding to, modifying and restating the Avalon Place, Third Addition Restrictions as set forth in Articles 1 through 8.

NOW, THEREFORE, (i) the Association shall be the designated property owners' association for the Subdivision, and (ii) all of the real property in the Subdivision shall be held, sold

and conveyed subject to the terms of this instrument, which shall run with the real property in the Subdivision and be binding on all parties having any right, title, or interest in the real property covered by this instrument or any part thereof. Except as may otherwise be provided below, the terms and conditions of the Prior Restrictions shall be superseded by the terms and conditions of this instrument.

ARTICLE 1
DEFINITIONS

As used in this instrument, the terms set forth below shall have the following meanings:

SECTION 1.1. **ANNUAL ASSESSMENT** - The assessment made and levied by the Association against every Owner and their Lot in accordance with the provisions of these Restrictions.

SECTION 1.2. **ARTICLES OF INCORPORATION** - The Articles of Incorporation of the Association.

SECTION 1.3. **ASSESSMENT(S)** - An Annual Assessment or Special Assessment.

SECTION 1.4. **ASSOCIATION** - AVALON PROPERTY OWNERS ASSOCIATION, INC. a Texas non-profit corporation, its successors and assigns.

SECTION 1.5. **BOARD OR BOARD OF DIRECTORS** - The Board of Directors of the Association as elected in accordance with the Articles of Incorporation and the Bylaws.

SECTION 1.6. **BYLAWS** - The Bylaws of the Association.

SECTION 1.7. **EASEMENT** - The various utility, maintenance, and other easements of record, created or referenced to in the Prior Restrictions and these Restrictions.

SECTION 1.8. **EFFECTIVE DATE** - The date the Restrictions are filed of record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 1.9. **FRONT BUILDING SETBACK LINE** - The line in front of which no buildings or any part thereof may be placed, as further defined in Section 6.2.

SECTION 1.10. **LOT(S)** - Shall refer to the individual tracts of land (building sites) owned in the Subdivision by the Owners.

SECTION 1.11. **MAINTENANCE FUND** - Any accumulation of the Assessments collected by the Association in accordance with the provisions of these Restrictions, interest, penalties and other sums and revenues collected by the Association pursuant to the provisions of these Restrictions or by law.

SECTION 1.12. **MEMBER OR MEMBERS** - All Owners of Lots who are Members of the Association as provided in Article 2, Section 2.2 of the Restrictions.

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SECTION 1.13. OWNER(S) - Any person or persons, trust, estate, partnership, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

SECTION 1.14. PLAT(S) - The plats of the Subdivision recorded in the Map Records of Harris County, Texas as referenced above.

SECTION 1.15. PRIOR RESTRICTIONS - Those certain covenants, conditions, restrictions and easements, which encumbered the Subdivision immediately prior to the effective date of these Restrictions.

SECTION 1.16. RESIDENTIAL DWELLING - The single family residence constructed on a Lot.

SECTION 1.17. RESTRICTIONS - The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots in the Subdivision set out in this instrument or any amendment thereto.

SECTION 1.18. SPECIAL ASSESSMENT - A special charge against every Owner as approved by the Members, pursuant to Article 3, Section 3.4.

SECTION 1.19. SUBDIVISION - All that certain real property located within Harris County, Texas, as reflected on the Plats.

ARTICLE 2
MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 2.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as provided for in these Restrictions, the Articles of Incorporation and the Bylaws. The business and affairs of the Association shall be managed by its Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of these Restrictions, the Articles of Incorporation, or the Bylaws.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with these Restrictions, including without limitation, and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, repair, administration, courtesy patrol or other matters of mutual interest.

SECTION 2.2. MEMBERSHIP IN ASSOCIATION. Each Owner of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such

ownership. All Members must provide their current mailing address to the Association in writing, if different from that of the Residential Dwelling on the Lot owned by the Member.

SECTION 2.3. VOTING OF MEMBERS. Owners shall only be entitled to one vote per individual Lot owned within the Subdivision. When more than one person holds interest in any Lot all such persons shall be Members, but such Members shall collectively only be entitled to one vote, which vote shall be exercised as they among themselves determine. The voting privileges of a Member may be suspended by the Board due to a Member's failure to pay Assessments by the due date and any extension granted by the Board.

SECTION 2.4. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual Member of the Board to any liability to the Association, its Members or any other party.

SECTION 2.5. INDEMNIFICATION OF OFFICERS AND DIRECTORS. The Association shall indemnify each officer and Director of the Association to the fullest extent permitted by Article 1396-2.22A of the Revised Civil Statutes of the State of Texas, as the same may be amended from time to time. The Association must provide Directors and Officers liability insurance coverage for its Directors, Officers and Members of Committees authorized by the Association.

ARTICLE 3
COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 3.1. PERSONAL OBLIGATION FOR ASSESSMENTS - Each Owner of any Lot is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments; and
- (b) Special Assessments.

The Assessments, together with interest, costs, other charges provided for herein or by law, and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

SECTION 3.2. PURPOSE OF ASSESSMENTS - Each individual Lot in the Subdivision is hereby subjected to an Annual Assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which Annual Assessment will be paid by the Owner or Owners of each Lot within the Subdivision to the Association, in advance annual installments. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided as the needs for the Subdivision may, in the judgment of the Association, require. Such assessment will be uniform, as hereinafter provided. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of the Subdivision. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: medians, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing patrol services, and operators, caring for vacant Lots or houses, garbage

collection, and doing other things necessary or desirable, in the opinion of the Association, to keep the properties in the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Subdivision. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association. Each person who accepts a deed to a Lot or Lots agrees, by the acceptance of same, to pay such maintenance charge and assessments as herein provided. IT IS UNDERSTOOD EACH RESIDENT OF THE SUBDIVISION, THEIR GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN PERSONAL SAFETY AND IT IS UNDERSTOOD AND AGREED THAT IT SHALL NOT BE ONE OF THE PURPOSES OF THE ASSOCIATION TO PROVIDE SECURITY TO THE RESIDENTS OF THE PROPERTY OR THEIR GUESTS AND INVITEES. NEITHER THE ASSOCIATION, ITS BOARD, NOR ITS OFFICERS OR DIRECTORS SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISIONS, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR ALLEGED FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

SECTION 3.3. MAXIMUM ANNUAL ASSESSMENT - Commencing with the 2001 Annual Assessment, the maximum Annual Assessment shall be \$175.00 per individual Lot per year.

- (a) The Annual Assessment may be increased each year not more than five percent (5%) above the maximum Annual Assessment for the previous year without a vote of the membership.
- (b) The maximum Annual Assessment may be increased above five percent (5%) of the previous year's maximum Annual Assessment by a majority of the Members, which approval may be obtained in writing, at a meeting of the Members or a combination of both.
- (c) The Board of Directors may fix the actual Annual Assessment at an amount not to exceed the maximum Annual Assessment permitted by this Section.

SECTION 3.4. SPECIAL ASSESSMENTS - In addition to the Annual Assessment authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any use or benefit provided for herein in Section 3.2. Provided, however, any such Special Assessment must be approved by a majority of the Members, which approval may be obtained in writing, at a meeting of the members or a combination of both.

SECTION 3.5. UNIFORM RATE OF ASSESSMENT - Both Annual and Special Assessments must be fixed at a uniform rate per individual Lot.

SECTION 3.6. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENTS - The Annual Assessments provided for herein shall commence as to all Lots in the year 2001. The due dates shall be established by the Board of Directors. Written notice of the Annual Assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date.

SECTION 3.7. EFFECT OF NONPAYMENT OF ASSESSMENTS - Any Assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of one and one-half percent (1½%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same.

ARTICLE 4
USE RESTRICTIONS

SECTION 4.1. SINGLE FAMILY RESIDENTIAL USE. All Owners shall use their Lots and the Residential Dwellings and any other buildings on their Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment (other than for use by domestic employees or members of the single family occupying the Residential Dwelling) or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, including use of Lots as parking facilities or parking lots, except that an Owner may use the Residential Dwelling as a personal office for a profession or occupation, provided: (i) the public is not invited, permitted, or allowed to enter the Residential Dwelling or any structure or improvement upon such Lot and conduct business therein; (ii) no signs advertising such profession or business are permitted; (iii) no on-site employees are permitted, other than domestic employees; (iv) no visible storage or display of materials, goods, or products are permitted; (v) no offensive activity or condition, noise and/or odor are permitted; and (vi) such use in all respects complies with the laws of the State of Texas, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. No garage sales, moving sales, rummage sales, commercial estate sales, or similar activity may be conducted in the Subdivision.

SECTION 4.2. NUISANCES. No nuisance of any type shall be permitted to exist or operate upon any Lot.

SECTION 4.3. SIGNS. No sign of any kind shall be displayed to public view on any residential Lot, except (i) one (1) sign not more than six (6) square feet in area, which is used to promote a political candidate, party or issue for a thirty (30) day period starting no earlier than thirty (30) days prior to and concluding no later than five (5) days after the date of the election or referendum, and (ii) small security signs or window stickers depicting the security company utilized by the Owner. In the event of default on the part of any Owner or occupant of any Lot in complying with the terms of this Section, the Association (including any Member or it's the Association's Board or the Board's agents, servants or employees) may, without liability to the Owner or occupant, in trespass or otherwise remove or cause to be removed and destroyed any signs in violation of this Section.

ARTICLE 5
ARCHITECTURAL COMMITTEE

SECTION 5.1. APPROVAL OF BUILDING PLANS. No Residential Dwelling, building, improvement or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications showing the orientation, height and location of the proposed structure, have been approved in writing as to compliance with the setback, location and height restrictions contained in Article 6 of these Restrictions. A copy of the construction plans and specifications and a plot plan, together with such information as the Architectural Committee may

be deemed pertinent, shall be submitted to the Architectural Committee, or its designated representative prior to the commencement of construction. The members of the Architectural Committee shall be the members of the Board of Directors or its appointees.

SECTION 5.2. POWERS OF THE ARCHITECTURAL COMMITTEE. The Architectural Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions imposed in Article 6 of these Restrictions. The Architectural Committee may authorize variances from compliance with the provisions of Article 6 of these Restrictions when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate. All granted variances shall be in writing and include: (i) a description of the applicable restrictions to which the variance is granted; (ii) a list of conditions imposed on the granted variance; and (iii) a list of specific reasons for granting the variance. No variance so granted shall stop the Architectural Committee from denying a variance in other circumstances.

ARTICLE 6
ARCHITECTURAL RESTRICTIONS

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 grade level of the Lot, at the Residential Dwelling's foundation, to the highest point of any roof, exclusive of any chimney.

SECTION 6.2. RESIDENTIAL DWELLING ORIENTATION AND BUILDING LOCATION. The Residential Dwelling on a Lot must face the street applicable to the Lot as set forth below. No building shall be located on any Lot in violation of the setback restrictions applicable to the Lot set forth below.

Lots in Avalon Place:

Lots One (1) through Eighteen (18) inclusive

All Residential Dwellings must face Avalon Place. No building shall be located on any Lot nearer than sixty feet (60 ') to the front Lot line, nor nearer than three feet (3') to the side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Lots Nineteen (19) through Thirty-Six (36) inclusive

All Residential Dwellings must face Ella Lee Lane. No building shall be located on any Lot nearer than forty-five feet (45 ') to the front Lot line, nor nearer than six feet (6') to the side Lot line. Provided, however, (i) detached garages must be located at least one hundred feet (100') from the front lot line; and (ii) detached garages and other outbuildings located at least one hundred feet (100') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Lots in Avalon Place, First Addition:

All Residential Dwellings must face Ella Lee Lane. No building shall be located on any Lot nearer than forty-five feet (45') to the front building setback line, nor nearer than six feet (6') to the side Lot line. Provided, however, detached garages and other outbuildings located at least one hundred feet (100') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Lots in Avalon Place, Second Addition:

**Lots Eighteen (18) through Thirty-Four (34) inclusive in Block B and
Lots One (1) through Seventeen (17) inclusive in Block C**

All Residential Dwellings must face Reba Drive. No building shall be located on any Lot nearer than forty-five feet (45') to the front Lot line, nor nearer than ten feet (10') to the side Lot line. Provided, however, detached garages and other outbuildings located at least one hundred feet (100') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Lots Eighteen (18) through Thirty-Four (34) inclusive in Block C

All Residential Dwellings must face Locke Lane. No building shall be located on any Lot nearer than forty feet (40') to the front Lot line, nor nearer than six feet (6') to the side Lot line. Provided, however, detached garages and other outbuildings located at least one hundred feet (100') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

All Lots in Blocks D, E and F

All Residential Dwellings must face Locke Lane. No building shall be located on any Lot nearer than thirty-five feet (35') to the front Lot line, nor nearer than six feet (6') to the side Lot line. Provided, however, detached garages and other outbuildings located at least eighty feet (80') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Lots in Avalon Place, Third Addition:

**Lots Seventeen (17) through Thirty-Two (32) inclusive in Block L and
Lots One (1) through Sixteen (16) inclusive in Block N**

All Residential Dwellings must face Ella Lee Lane. No building shall be located on any Lot nearer than forty-five feet (45') to the front Lot line, nor nearer than ten feet (10') to the side Lot line. Provided, however, detached garages and other outbuildings located at least one hundred feet (100') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot

line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

**Lots Four (4) through Eleven (11) inclusive in Block M and
Lot One (1) in Block S**

All Residential Dwellings must face Dickey Place.* No building shall be located on any Lot nearer than twenty-five feet (25') to the front Lot line, nor nearer than six feet (6') to the side Lot line. Provided, however, detached garages and other outbuildings located at least seventy feet (70') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Avalon Place, Fourth Addition:

**Lots Seventeen (17) through Thirty (30) inclusive in Block N and
Lots One (1) through Fourteen (14) inclusive in Block O**

All Residential Dwellings must face Reba Drive. No building shall be located on any Lot to the front Lot line or side street line than the front building set back line reflected on the Plat of Avalon Place, Fourth Addition, nor nearer than ten feet (10') to the side Lot line, except for Lots having a frontage of sixty-five feet (65'), which Lots may have buildings located not nearer than eight feet (8') to the side lot line. Provided, however, detached garages and other outbuildings located at least ninety-five feet (95') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Lots Two (2) and Three (3) in Block S

All Residential Dwellings must face Dickey Place. No building shall be located on any Lot nearer than twenty-five feet (25') to the front Lot line, nor nearer than six feet (6') to the side Lot line. Provided, however, detached garages and other outbuildings located at least seventy feet (70') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Avalon Place, Fifth Addition:

**Lots One (1) through Fifteen (15) inclusive in Block P and
Lots Fifteen (15) through Twenty-Nine (29) inclusive in Block O**

All Residential Dwellings must face Locke Lane. No building shall be located on any Lot to the front Lot line or side street line than the front building set back line reflected on the Plat of Avalon Place, Fifth Addition, nor nearer than six feet (6') to the side Lot line. Provided, however, detached garages and other outbuildings located at least seventy feet (70') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Lots Four (4) through Eight (8) inclusive in Block S

All Residential Dwellings must face Dickey Place. No building shall be located on any Lot to the front Lot line or side street line than the front building set back line reflected on the Plat of Avalon Place, Fifth Addition, nor nearer than six feet (6') to the side Lot line. Provided, however, detached garages and other outbuildings located at least seventy feet (70') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Avalon Place, Section Six:

**Lots One (1) through Eleven (11) inclusive in Block K and
Lots Thirty-Three (33) through Forty-Six (46) inclusive in Block L**

All Residential Dwellings must face Avalon Drive. No building shall be located on any Lot to the front Lot line or side street line than the front building set back line reflected on the Plat of Avalon Place, Section Six, nor nearer than nine feet (9') to the side Lot line. Provided, however, detached garages and other outbuildings located at least seventy feet (70') from the front Lot line, may be located as near as (but no nearer than) three feet (3') from a side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

Lots One (1) Through Three (3) inclusive in Block M*

All Residential Dwellings must face Dickey Drive. No building shall be located on any Lot to the front Lot line or side street line than the front building set back line reflected on the Plat of Avalon Place, Section Six, nor nearer than six feet (6') to the side Lot line. Covered galleries and porches are subject to the setback restrictions set forth in this Section; however, steps shall not be considered part of a building.

SECTION 6.3. FENCES AND HEDGES. No fence of any character, other than ornamental hedges, shall be erected on any Lot nearer to the front Lot line than the front building set-back line. Ornamental hedges placed forward of the front building set-back lines shall not exceed thirty six inches (36") in height.

SECTION 6.4 SUBDIVISION AND CONSOLIDATION OF LOTS. After the Effective Date of these Restrictions, no Lots may be subdivided or consolidated without the written approval of the Board. In no event may any Lot be subdivided so that the resulting building site would have less than the frontage restrictions applicable to the Lot set forth below:

Lots in Avalon Place: Sixty foot (60') minimum footage.

Lots in Avalon Place, First Addition: sixty foot (60') minimum footage

Lots in Avalon Place, Second Addition:

Lots Eighteen (18) through Thirty-Four (34) inclusive in Block and

*Due to a scrivener's error, the original reference to "Lots One (1) through Three (3) in Block M" above is incorrect and should read "Lots One (1) through Three (3) in Block T."

Lots One (1) through Seventeen (17) inclusive in Block C - Seventy foot (70') minimum footage

Lots Eighteen (18) through Thirty-Four (34) in Block C and all Lots in Blocks D, E, and F - Sixty foot (60') minimum footage

Lots in Avalon Place, Third Addition:

Lots Four (4) through Eleven (11) inclusive in Block M and Lot One (1) in Block S - Sixty foot (60') minimum footage

Lots One (1) through Sixteen (16) in Block N and Lots Seventeen (17) through Thirty-Two (32) in Block L - Seventy foot (70') minimum footage

Lots in Avalon Place, Fourth Addition:

Lots Seventeen (17) through Thirty (30) inclusive in Block N and Lots One (1) through Fourteen (14) inclusive in Block O - Sixty-five foot (65') minimum footage

Lots Two (2) and Three (3) in Block S - sixty foot (60') minimum footage

Lots in Avalon Place, Fifth Addition:

Lots One (1) through Fifteen (15) in Block P and Lots Fifteen (15) through Twenty-Nine (29) in Block O - Sixty foot (60') minimum footage*

Avalon Place, Section Six

Lots One (1) through Eleven (11) inclusive in Block K and Lots Thirty-Three (33) through Forty-Six (46) inclusive in Block L - Sixty-nine foot (69') minimum footage

Lots One (1) through Three (3) inclusive in Block M - Fifty-four foot (54') minimum footage **

SECTION 6.5. TEMPORARY STRUCTURES. No structures of a temporary character, trailers (with or without wheels and whether or not attached to a foundation), mobile homes (with or without wheels and whether or not attached to a foundation), modular or prefabricated homes, other than a permanent Residential Dwelling to be built thereon, shall be placed on any Lot, either temporarily or permanently. No Residential Dwelling, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. Provided, however, garden sheds and other outbuildings that are not visible from any street may be placed on a Lot. Garden sheds and other outbuildings that are visible from any street must be approved in writing by the Board prior to being placed on a Lot. Provided, further, during the construction, modification, repair or other work on a Residential Dwelling or other structure on a Lot, a portable

*Due to scrivener's error, the original reference to "Block M" above is incorrect and should read "Block T."

**Due to a scrivener's error Lots 4, 5, 6, 7 and 8 in Block S of Avalon Place, Fifth Addition were omitted. These lots retain the fifty five foot (55') minimum footage stated in that certain instrument filed of record under Harris County Clerk's File Number D453148.

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toilet may be moved onto a Lot, if the portable toilet is (i) not visible from the street, or (ii) located behind a temporary six foot (6') foot privacy fence.

SECTION 6.6. STORAGE OF BUILDING MATERIALS. Building materials shall not be placed or stored on any Lot earlier than thirty (30) days before the commencement of construction, modification, repair, or other work on a Residential Dwelling or other structure on a Lot. All such materials shall be located within the property lines of the Lot. After the commencement of construction, modification, repair or other work on a Residential Dwelling or other structure, the work shall be performed diligently so that it is completed within twelve (12) months. Extensions to the time provisions of this Section may be granted by the Board of Directors on submission and approval of documentation that demonstrates justifiable reason for an extension.

SECTION 6.7 SIDEWALKS IN AVALON PLACE, AND AVALON PLACE, FIRST ADDITION. Sidewalks in Avalon Place, and Avalon Place, First Addition (including repairs or replacement of sidewalks) must be scored with the existing tripartite pattern unless a special material such as pebble stone or brick is used.

**ARTICLE 7
AMENDMENT TO RESTRICTIONS AND
DURATION OF RESTRICTIONS**

SECTION 7.1. AMENDMENT. The terms of these Restrictions may be amended at any time by an instrument approved by the Owners of seventy five percent (75%) of the Lots in all sections of Avalon Place (including Avalon Place, Avalon Place, First through Fifth Additions inclusive and Avalon Place, Section Six, all Harris County subdivisions) which instrument must be filed of record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 7.2. DURATION. These Restrictions shall remain in full force and effect until December 31, 2025 and shall be extended automatically for successive ten (10) year periods thereafter; provided however, that these Restrictions may be amended at any time, as set forth in Section 7.1.

**ARTICLE 8
MISCELLANEOUS**

SECTION 8.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in these Restrictions, the remainder of these Restrictions shall remain in full force and effect. In the event of the invalidity or partial invalidity or partial unenforceability of the Restrictions against any lot or portion of the Subdivision, the Restrictions shall remain in full force and effect against the remainder of the lots and Subdivision.

SECTION 8.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 8.3. ARTICLES AND SECTIONS. Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

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SECTION 8.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 8.5. ENFORCEABILITY. These Restrictions shall run with the Lots in the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce these Restrictions is initiated against an Owner or occupant of a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated these Restrictions.

SECTION 8.6. REMEDIES. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of these Restrictions, the Association and/or any Owner may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.


SECTION 8.7. EXISTING CONDITIONS AND IMPROVEMENTS. If there exists on the Effective Date of these Restrictions, any improvement which is not in violation of the Prior Restrictions, such improvement shall be deemed to be in compliance with these Restrictions.

SECTION 8.8 COMPLIANCE WITH THE LAW. All of the provisions of these Restrictions are intended to be in compliance with all applicable statutes, ordinances and laws. Should any particular section of these Restrictions ever be in conflict with any applicable law, to the extent possible, that particular section shall be interpreted to be as restrictive as possible while not being in conflict with the applicable law.

IN WITNESS WHEREOF, the President of the Association hereby executes this instrument evidencing (a) the Association's approval of this instrument, and (b) that the signatures reflected in Exhibit "A" attached hereto and incorporated herein represent the approval of this addition to and modification of the Prior Restrictions by: (i) at least sixty percent (60%) of the owners in each Avalon Place; Avalon Place, First Addition; Avalon Place, Second Addition; and Avalon Place, Third Addition; (ii) the owners of at least seventy-five percent (75%) of the real property in each of the following subdivisions: Avalon Place; Avalon Place, First Addition; Avalon Place, Second Addition; and Avalon Place, Third Addition; and (iii) at least a majority of the owners of the lots in each of the following subdivisions: Avalon Place, Fourth Addition; Avalon Place, Fifth Addition; and Avalon Place, Section Six to be effective upon its filing of record in the Official Public Records of Real Property of Harris County, Texas.

DATED this 19th day of November, 2001.

Attest:

By: 
Rick Oshman, Secretary

AVALON PROPERTY OWNERS ASSOCIATION, INC.

By: 
SCOTT DORFMAN, President

(280)
OK

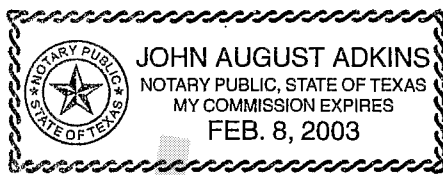
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Scott Dortman
_____, President of Avalon Property Owners Association, Inc. known to
me to be the person whose name is subscribed to the foregoing instrument and, being by me first
duly sworn and declared that he/she executed same in the capacity and consideration therein
expressed.

Given under my hand and seal of office this the 19th day of NOVEMBER, 2001.

John A. Adkins
NOTARY PUBLIC - STATE OF TEXAS

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