

**Declaration of  
Covenants, Conditions and Restrictions**

**WILLOW MEADOWS  
SUBDIVISION**

JULY 15, 1998

| PROPOSED REVISIONS through ~~JUNE/APRIL 19 14, 2009~~ 11

Preamble The residential community known as WILLOW MEADOWS subdivision, in Harris County, Texas, does hereby amend and modify the restrictions, covenants, and conditions for all sections to bring about uniformity in the regulation of said residential community:

WILLOW MEADOWS being a subdivision of approximately 279.0476 acres of land inclusive of Sections One (1) through Eighteen (18) out of the J. D. Owen Survey, Abstract 612, in Harris County, Texas, according to the maps or plats thereof filed for record in the office of the County Clerk of Harris County, Texas under County Clerk's File No.1441771, 1450531, 1485973, 1520050, 1541365, 1556307, 1591903, 1608332, 1653300, 1653883, 1674198, 1674199, 1693024, 1693020, 1693023, 1783098, 1816495, 1816496, and 1819111.

The owners in the residential community known as WILLOW MEADOWS subdivision, desiring to carry out a uniform plan for the improvement, development, sale, and use of all of the land in said WILLOW MEADOWS subdivision for the benefit of the present and future owners, do hereby covenant and agree with each other to adopt the following amended reservations, restrictions, covenants, conditions, and easements to apply uniformly to the use, occupancy and conveyance of all lots in WILLOW MEADOWS subdivision, and each contract or deed which has heretofore been, or may hereafter be executed with regard to any of the lots in said WILLOW MEADOWS subdivision shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants, conditions, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, conditions, easements, liens and charges are set out in full in said contract or deed.

## **ARTICLE I GENERAL PROVISIONS**

### I.01 Definitions

(A) Subdivision - shall mean the WILLOW MEADOWS subdivision, as described by those certain tracts of land known as Willow Meadows, Sections One (1) through Eighteen (18), as defined out of the J.D. Owens Survey, Abstract 612, in Harris County, Texas.

(B) Association - shall mean the Willow Meadows Civic Club, Inc. its successors and assigns. The Association is elected according to its By-laws and is the governing body of the community. The Association has the power to interpret and enforce all provisions in this amended declaration of the covenants, conditions, and restrictions. The Association's decision on enforcement and interpretation of the amended declaration of covenants, conditions, and restrictions shall be conclusive and binding on all parties. The Association can employ any individuals, professionals, or managers to assist it in

enforcing the amended declaration of covenants, conditions, and restrictions, and carrying out its responsibilities as stated in this amended declaration of covenants, conditions, and restrictions.

(C) Owner - shall mean the legal title holder of record, whether one or more persons or entities, of any portion of the property, including owners who have contracted to sell any property and any person or entity holding legal title as trustee, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" as used in these restrictions is further defined to include the heirs, executors, personal representatives, administrators, devisees, and assigns of any Owner, and all other persons, firms, or corporations, acquiring or succeeding to the title of the Owners by sale, grant, will, foreclosure, execution or by any legal process, or by operation of law or in any other legal name.

(D) Vote - Each lot, as recorded on the most recent plat, will have only one vote, to be cast by the Owners.

(E) Eligible Voters - shall mean a WILLOW MEADOWS subdivision lot Owner in good standing in the community, i.e., no Association liens on the property, all Association fees current, no deed restriction violations, and no costs and attorney fees are owed to the Association.

(F) Property - shall mean: (a) that certain real property first hereinabove described; and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(G) Lot - shall mean the Lots described in the preamble hereto, as well as building sites resulting from re-subdivision or consolidation replatting of such lots. All Lots shall be used for one single family residential dwelling, with the exception of Lots 1, 2, and 3 in Block 14, Section Three (3), which may also be used for school, church or medical purposes. In the event of a ~~consolidation of Lots, a Pro-rata assessment will be sent by the Association based on the number of Lots consolidated~~ replatting of multiple Lots into one Lot, the Owner of that replatted Lot will have one vote.

(H) Developed Lot - shall mean a Lot with any improvement on it and with utilities installed and ready to furnish utility service to such Lot.

(I) Undeveloped Lot - shall mean any Lot which is not a developed Lot.

(J) Restrictions - shall mean those certain covenants, conditions, reservations, easements, restrictions hereinafter set forth.

(K) Declaration - The Amended Declaration of Covenants, Conditions, and Restrictions for those certain tracts of land known as WILLOW MEADOWS, Sections One (1) through Eighteen (18), as defined out of the J.D. Owens Survey, Abstract 612, in Harris County, Texas.

(L) Board - The Board of Directors of the Willow Meadows Civic Club, Inc., as defined by the Willow Meadows Civic Club, Inc. By-laws.

(M) His/Her - The use of the term his/her is gender neutral.

(N) Extended Family Member - The use of the term extended family member shall mean any individuals that are related to each other by consanguinity or affinity.

I.02 Enforcement: The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association to enforce any covenant, reservation, condition, easement, lien, charge or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

I.03 Severability: Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

I.04 Duration: The provisions of this Declaration, shall run for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to Section I.05.

I.05 Amendment Process: This Declaration may be amended, by an instrument signed by a simple majority of the total Eligible voters (as defined in I.01 (E)). No person shall be charged with notice of or inquiry with respect to any amendment until it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

I.06 Books and Records: The books, records, and papers of the Association shall, with reasonable notice and a proper purpose stated in writing, be subject to inspection by any Owners during reasonable business hours. The Articles of Incorporation, By-laws of the Association and this Declaration shall be available for inspection by any Owner at the home/office of the current Association President.

I.07 Interpretation: If within this Declaration any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the other provisions, general purposes, and objectives of this Declaration shall govern.

I.08 Omissions: If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

I.09 Notices: Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner in the records of the Association at the time of such mailing.

I.10 Violation of Declaration: Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this Declaration, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Attorney fees, court costs, expenses, and interest at the maximum lawful rate, and other costs incurred by such enforcement, before or after a lawsuit is filed, shall be a lien on the property and the personal obligation of the Owner violating or intending to violate these Restrictions. Such enforcement may be by the Association or by any Owner. The failure of any person entitled to enforce this Declaration, to enforce the same, shall in no event be deemed a waiver of the right to enforce this Declaration by such Owner or other Owners thereafter.

## **ARTICLE II ARCHITECTURAL CONTROL COMMITTEE**

II.01 Purpose The purpose of “ARTICLE III, RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS” is to enhance property values by requiring conformity with certain standards of construction, quality, and uniformity of visual appearance and design. The Board shall, if necessary, enforce such architectural covenants concerning remodeling or new construction after a report and recommendation by a committee known as the Architectural Control Committee (ACC). The ACC will be comprised of member(s) as designated from time to time by the Board of Directors of the Willow Meadows Civic Club, Inc. All other allegations of violations of covenants will be referred to the Deed Restrictions Committee.

II.02 Responsibilities No building or improvement shall be erected, placed or altered on any Lot until two complete copies of all building plans and specifications and a plat showing the location of any such building or improvement or alteration have been submitted in writing to the ACC, and approved in writing by the ACC, as to conformity with the subdivision standards, the uniform plan of the subdivision, quality of construction, harmony of external design and color with existing buildings in WILLOW MEADOWS subdivision, and as to location of the building or improvement with respect to topography and finished ground elevation. For purposes of this section (Section II.02), submission shall be deemed to have been made when the submission has been deposited in the United States Mail, Registered or Certified, Return Receipt Requested, postage prepaid, or hand delivered to one of the persons serving as a committee member of the ACC and a receipt is issued for the submission. The ACC will recommend approval or disapproval of the design and location of any building or improvement or alteration to

the Board of Directors of the Willow Meadows Civic Club, Inc. However, the final decision rests with the Board. Approval or disapproval by the Board must be given within 30 days after plans, specification, plat, design, and location of any such building, improvement, or alteration have been submitted to the ACC. Failure by the Board to approve or disapprove within 30 days after such submission will negate the need for approval unless before the expiration of such 30-day period, a lawsuit has commenced because the building or alteration has already been completed or a lawsuit to enjoin the erection of such building or making of such alteration has commenced.

### ARTICLE III RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS

#### III.01 Buildings and Improvements:

(A) Buildings: No building shall be constructed on any Lot in WILLOW MEADOWS subdivision Sections 1-18 other than one detached single family dwelling. Buildings shall not exceed two and one half (2 ½) stories in height and 35 feet overall above grade ~~or 100 year flood plain, whichever is greater~~ or 100 year flood plain, whichever is greater, as measured to the highest point of the roof. Any finished space above the second story shall not exceed five hundred (500) square feet. No fill materials may be used to raise the grade. Pier and beam construction is encouraged and can be used to preserve the storm water storage capacity of the watershed. Air and flood vents are required on elevated buildings with pier and beam construction. All new homes must include a private garage for the storing of a minimum of two (2) but no more than three (3) cars and cannot exceed two (2) stories. Detached garages shall not exceed twenty-five (25) feet in height and must conform to the general architectural look of the rest of the house. Carports will be allowed only if they conform with the exterior surface of the house and are incorporated into the body of the house under the roof of the house itself or into the body of the garage if the garage is detached and to the rear of the house, and if they are approved by the ACC. Quarters for servants, extended care providers or extended family members are permitted; the Owner shall not, however, lease only a portion of the residence or garage to people other than those mentioned above.

(B) Square Footage: No new or remodeled main residential building shall be placed on any Lot in Sections 1-17 unless its living area has a minimum of 2,000 square feet of floor area, exclusive of porches, patios, breezeways, atriiums, and garages. Any lot in Section 18 requires a house with a minimum size of 2,500 square feet of floor area, exclusive of porches, patios, breezeways, atriiums, carports, and garages. ~~The maximum house footprint area (not including porches, patios, breezeways, atriiums, carports, and garages) cannot exceed 40% of the lot size. Any finished space above the second story shall not exceed five hundred (500) square feet. [This last sentence is moved to Section III.01 (A) Buildings, above.]~~ The maximum coverage of the Lot including but not limited to house footprint, porches, patios, breezeways, atriiums, carports, garages, outbuildings, walkways and driveways, but excluding swimming pools, cannot exceed sixty five percent (65%) of the total Lot size. If there are any questions, they must be referred to the Architectural Control Committee.

(C) Aerial Easements: An unobstructed aerial easement five (5) feet wide, from a plane 20 feet above the ground upward, located adjacent to all utility easements shown on the recorded plat of said subdivision shall be dedicated on all lots.

(D) Building Location: No main residence building or other improvement shall be located nearer to the front lot line or nearer to any side street property line than the building setback lines shown on the recorded plat of WILLOW MEADOWS subdivision. In any event, no building or other improvement shall be located on any Lot nearer than twenty-five (25) feet from the front lot line nor nearer than ten (10) feet to any side street line, ~~as determined by a professional survey. Residents should be aware that typically the front Lot line is determined by the location of the water meter, not the curb.~~ A new or remodeled one (1) story home, or ~~and~~ one and one half (1 ½) story home ~~-- defined as a home with living space a second story where the square footage does not exceed 50% of the square footage of the first story --~~ shall not be located nearer than five (5) feet to any side lot line of any residential lot. Any entirely new two (2) story home, or two and one half (2 ½) story home ~~-- defined as a home with living space above the second story where the square footage does not exceed 50% of the square footage of the first or second story --~~ shall not be located nearer than ~~seven (7)~~ ten (10) feet from any side lot line of any residential lot. A one (1) story wing of a two (2) or two and one half (2 ½) story home shall not be located nearer than five (5) feet to any side lot line of any residential lot. No new one (1), and one and one half (1 ½) story home may be constructed nearer than fifteen (15) feet of the rear lot line, and no new two (2) or two and one half (2 ½) story home may be constructed nearer than twenty (20) feet of the rear lot line. A new garage building shall not be located nearer than three (3) feet to any side lot line or five (5) feet to any rear lot line of any residential lot, with the exception of corner lots where the ten (10) foot side street setback shall be respected. A new two (2) story detached garage shall be located no nearer than five (5) feet from the side property line and eight (8) feet from the rear property line. Mechanical equipment is permitted within the side and rear setbacks. Roof overhangs shall not extend more than two (2) feet over building set-back lines.

One outbuilding, not to exceed 200 square feet and one story, may be permitted in the back yard, subject to building setback lines stated above. Temporary outbuildings, defined as those which are less than 100 square feet and one story, are not subject to building setback lines. All outbuildings will be permitted only behind opaque fences of six (6) feet height minimum; and the height of the outbuilding shall not exceed ten (10) feet in height. ~~Gazebos and pergolas may be up to twelve (12) feet high measured from grade to roof peak. Gazebos and pergolas that exceed ten (10) feet in height shall not be located nearer than twenty (20) feet to any side or rear Lot line.~~

(E) Lot size: No residential building shall be erected, placed or permitted on any residential lot which has an area and width less than the full size residential lots as shown on the recorded plat of WILLOW MEADOWS subdivision; however, nothing herein shall be construed to restrict against constructing a residence on more than one lot. Re-subdivision of a multiple lot into individual lots as recorded on the plat are

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subject to written approval by the Board. In the event of any such re-subdivision, the provisions herein relating to the location of improvements with reference to the building setbacks of any Lot shall apply to the setbacks of each building site created by any such re-subdivision.

(F) Exterior Wall Specifications: The main residential structure shall not contain less than fifty-one (51%) percent brick, brick veneer, stone, stone veneer or stucco. No building shall be constructed of any material not intended for exposure to exterior elements. ~~Exterior colors for new construction or additions, or the maintenance of existing structures, must be submitted to and receive prior written approval of the Architectural Control Committee. The Committee may require an owner to repaint a color that is not approved by the Committee.~~

(G) Additions/Temporary Residence Restrictions: No trailer, camper, tent, shack, unconverted garage or other outbuilding on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be used as a residence, temporarily or permanently. No mobile homes, modular homes or manufactured homes are allowed in this subdivision.

(H) Roofing Materials: All new or replacement roofs shall be constructed from fire retardant roofing material with a rated life of twenty (20) years or greater. No wood shingle roofs shall be used on any buildings. Gravel roofs shall be permitted only for existing homes where the pitch of the roof is less than ~~three (3)~~ in ~~twelve (3/12)~~ (also known as 25% pitch).

(I) Fences, Walls and Hedges: No fence, wall, pergola, gazebo or other detached building shall be erected or maintained on any part of any Lot in front of the front building line of any lot. No hedge or bush taller than two feet shall be planted, grown or maintained within ten (10) feet of the street which may obstruct views and endanger the safety of individuals. The good side of all fences (the flat flush side) must face the street. Upon replacement, any fence facing West Bellfort shall be eight (8) feet high and constructed from a style of wood material approved by the ACC, with a good side facing the street. No fence shall be higher than ten (10) feet.

(J) Swimming Pools and Spas: All swimming pools, spas, jacuzzis, and hot tubs shall be located within a permissible fenced enclosure and not encroach on any utility easement. Moreover, swimming pools, spas, jacuzzis, and hot tubs shall at all times comply with the City of Houston Code of Ordinances, Chap. 43, Article II (Pools for Swimming and Bathing). If it is necessary to have water in a swimming pool during construction, then a construction fence sufficient to prohibit entry by children shall be provided. All swimming pools, spas, jacuzzis, hot tubs, kiddie pools, fountains, and other water containing objects shall be kept clean and maintained in compliance with Code of Ordinances, Sec. 43-20 to prevent odor and breeding of mosquitoes and other pests. In the event that a swimming pool, spa, jacuzzi, or hot tub is in violation of this ordinance and a county or city department with jurisdiction issues a citation to the Owner for violations of this or other ordinances, the Owner must correct the violation within thirty (30) days or the time period specified in the ~~violation~~citation, whichever is later. If the

Owner fails to comply with the remedy specified in the citation within the specified time period, the Board or its agents may enter on to the property, without being liable for trespass, for appropriate maintenance and/or cleaning of swimming pools, spas, and other water containing objects. The costs associated with maintenance and/or cleaning of swimming pools, spas, and other water containing objects incurred by the Association due to the Owner's failure to properly maintain the swimming pools, spas, and other water containing objects, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such cost for maintenance and/or cleaning of swimming pools, spas, and other water containing objects born by the Association is made.

(K) Exterior Lighting: Any exterior lighting for decorative or security purposes shall not be directed toward neighbor's property, public streets or thoroughfares. If exterior lighting is an annoyance to neighbors, the Owner shall place an appropriate shadowing device on the light.

(L) Exterior Antennas: Exterior television antennas, radio antennas or satellite dishes must be placed in the back yard or on the back portion of the house, with minimal or no visibility from the frontage street. This restriction is not meant to interfere with the reception of an acceptable quality signal for satellite antennas less than one meter in diameter and multi -point distribution service antennas less than one meter. All antennas that presently exist at the time that this Amendment is passed do not have to be removed; however, if the owner or resident replaces the antenna, the replacement antenna installed shall be in compliance with this Amendment.

(M) Business Restrictions: Any business, commercial or professional activity on any Lot or in any building thereon, which disturbs the exclusively residential character and tranquility of WILLOW MEADOWS subdivision is prohibited. Prohibited activity is defined as any such activity which creates disruptions and/or is a nuisance to the neighborhood or any such activity that can be seen, heard or smelled by persons outside the Lot or building. Indications of such prohibited activity, by way of example, shall include but not be limited to noise, visible storing of supplies or equipment, increased pedestrian or vehicle traffic, increased parking of vehicles, increased deliveries, signs, advertising, emissions of dust, smoke, gasses, chemicals, odors, lights, radio signals, or discharges of non-household wastes into the sewage system. Prohibited activity includes, but is not limited to, the following: stores, public offices, licensed day care, hospitals, clinics, hotels, motels, boarding houses, and vehicle repair businesses or any illegal activity. The foregoing Restrictions shall not be construed in such manner as to prohibit a resident from (a) keeping his or her own business or professional records or accounts; or (b) handling his or her own business or professional telephone calls or correspondence, because such uses are expressly declared customarily incidental to the principal residential use and are not in violation of said Restrictions. The Board has the authority to interpret and enforce the provisions concerning business restrictions.

(N) Single-Family Dwelling: All dwellings shall be for single-family residential use, except Lots 1, 2, and 3 in Block 14, Section Three (3). No dwelling shall

be used as a boarding house, dormitory or any other form of multi-family dwelling. Any owner will be in violation of the Declaration if any quarters are being used by anyone other than servants, extended care providers or extended family members.

(O) Garage Sales: There may be no more than two garage sales per calendar year conducted on any Lot. Such garage sales may not last longer than four (4) days. A “garage sale” shall include “patio sales,” “porch sales,” “estate sales,” “driveway sales”, “yard sales” or any other type of sale.

(P) Miscellaneous: Clotheslines and drying of clothes shall not be permitted in front or on the sides of houses.

III.02 Water and Sewage:

(A) Connections and Restrictions: No water well, ~~above ground cistern~~, septic tank or cesspool shall be permitted on any Lot. ~~Cisterns are permitted so long as they are not visible from the street, and~~ ~~the~~ The Owner of each Lot shall be required to use the water and sewer services provided by the Houston Public Utilities ~~Distriet~~ Division.

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III.03 Maintenance and Appearance:

(A) Exterior Maintenance: Each Owner of a Lot in WILLOW MEADOWS subdivision shall maintain the Lot and improvements in good physical condition. Exterior maintenance shall include, but not be limited to, painting and repairs to brick, roof, windows (including window treatments visible from the street), siding, shutters, gutters, garage doors, walkways, driveways, and curbs so as to preserve a neat, safe, and attractive and well- maintained appearance. Well-maintained is defined as: 1) all coated surfaces are maintained so that bare or raw surfaces are not exposed; 2) all roofing is maintained in suitable condition so that moisture cannot enter the building and no exposed tar paper or tarps may be used; and 3) all damage caused by storm, fire, flood, moisture, insects or accident of any type is repaired and restored back to original condition within a time period not exceeding six (6) months from the later of either (i) the date such damage occurred or (ii) receipt of notification from the Board. Additionally all regular exterior maintenance should be completed in a timely manner.

(B) Exterior Appearance of Yards: Grass, living ground cover, shrubs, and flower beds shall be cut, trimmed, edged, and weeded on a regular basis so as to maintain a neat, well-maintained appearance. This is the obligation of the Owner of the Lot at his or her expense. Street gutters along Owner’s property line shall be kept clean. All grass clippings and other maintenance debris shall be discarded in a proper and timely manner in accordance with applicable City of Houston, Code of Ordinances. Maintenance of trees, shrubs, and plants extending across the property line are the responsibility of the Owner. If the Lot is not maintained in compliance with the City of Houston Code of Ordinances, and a county or city department with jurisdiction issues a citation to the Owner for violations of this or other ordinances, the Owner must correct the violation within thirty (30) days or the time period specified in the ~~violation~~ citation, whichever is later. If the Owner fails to comply with the remedy specified in the citation

within the stated time period, the Board may enter on to the Lot, without being liable for trespass, to hire a third party to do the maintenance work and subsequently charge the Owner. The costs associated with maintenance of an Owner's Lot that ~~is-are~~ incurred by the Association due to the Owner's failure to properly maintain their lot, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall all be a charge on the lot and shall all be a continuing lien upon the lot.

(C) Unsuitable storage and trash: Yards shall at no time be used for storage of materials and equipment except for normal residential requirements or due to remodeling or improvements on the property. Nothing should be stored upon a lot in violation of either state or city of Houston ordinances, nor where it is visible from the street. In the event of default on the part of the Owner or occupant in observing the above requirements, continuing after ten (10) days written notice, the Board has the authority without being liable for trespass, to hire a third party to remove garbage, trash, unacceptable materials, etc. to secure compliance with this declaration. The costs associated with the removal of garbage, trash, unacceptable materials, or any other items, that ~~is-are~~ incurred by the Association due to the Owner's failure to properly remove the garbage, trash, unacceptable materials, etc., together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the lot. In the event materials, equipment or trash are stored in violation of the City of Houston Code of Ordinances and a county or city department with jurisdiction issues a citation to the Owner for violations of this or other ordinances, the Owner must correct the violation within ten (10) days or the time period specified in the ~~violation~~ citation, whichever is later. If the Owner fails to comply with the remedy specified in the citation within the stated time period, the Board may enter on to the Lot without being liable for trespass, to hire a third party to do the maintenance work and subsequently charge the Owner. The costs associated with maintenance of an Owner's lot that ~~is-are~~ incurred by the Association due to the Owner's failure to properly maintain their lot, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall all be a charge on the lot and shall all be a continuing lien upon the lot.

All trash and recycling materials may only be put out in compliance with City of Houston Code of Ordinances. Regular garbage and recycling bins shall be stored unobtrusively.

(D) Signs: The only signs allowed between the front of the residence and the street are (1) real estate signs, (2) construction signs, and (3) other temporary signs. Real estate signs (e.g. "For Sale" signs) shall not exceed nine (9) square feet in size. Up to two (2) construction signs, not to exceed nine (9) square feet each, may be permitted on the front lawn for only the period of the construction. Temporary signs, such as political signs, shall not exceed six (6) square feet, shall not be set up more than thirty (30) days in advance of the event and shall be removed within forty-eight (48) hours after conclusion of the event. Small warning signs on residences, fences, etc., such as home address signs, "No Soliciting", "Beware of Dog", security signs, etc., are permissible provided that they are not unsightly .

(E) Parking of Cars and Other Vehicles: Residents' car(s) and other vehicles shall be parked in the garage or on the concrete portion of the driveway and shall not be parked on the grass portion of any Lot. No vehicle may be parked on any driveway or street unless it is fully operable and is currently licensed and inspected. Sidewalks shall not be obstructed by parked vehicles. Visitors of residents may park a camper, trailer, or other recreational vehicle, van, etc., in the resident's driveway for a continuous period not to exceed up to ten (10) days.

(F) Repairing of Cars and Other Vehicles: Only repairs or maintenance of cars and other vehicles which may be completed in ninety-six (96) hours are allowed in a resident's driveway. Only repairs of an emergency nature are allowed on the street in front of the residence.

(G) Storage of Trailers and Other Vehicles: No trailer, camper, boat, boat trailer, bus, truck larger than a pickup, recreational vehicles, camper tops, trailer trucks shall be kept or stored permanently within WILLOW MEADOWS subdivision except within a garage or in such a place that is out of view from any public street or adjacent Lot. No semi-trucks or associated trailers may be stored at any time in WILLOW MEADOWS subdivision. Out of view shall be considered behind the twenty-five foot set back from the front of the lot and a ten foot side set back on corner lots. Inoperable or disabled vehicles or machinery of any type must be kept in a garage. Operative boats and recreational vehicles may only be semi-permanently stored on driveways in front of the 25 foot setback. Semi-permanently shall be defined as no more than seven (7) days during any calendar month.

#### III.04 Animals and Pets:

(A) Types of Animals: Consistent with the City of Houston, Code of Ordinances, no animals or pets other than dogs, cats or other common household pets shall be kept on any Lot, and not more than three (3) pets shall be kept outdoors on the premises. All animals, including all cats and all dogs, are subject to leash laws of the City of Houston and Harris County. In no event shall any dangerous, wild or farm animals be kept on any Lot or within any building or cage.

(B) Other Responsibilities: Owners of animals are responsible for the disposal of the animals' waste.

#### III.05 Annoyances, Nuisances and Illegal Activity:

(A) Nuisance: No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(B) Noise/Other Activity: ~~No noise exceeding 85 dB(A) shall be allowed.~~ No loud or offensive noise, including but not limited to, that from barking dogs or other animals, sound systems, musical instruments, motorcycles or other vehicles, shall be allowed. Noise associated with necessary and routine building and lot repairs,

maintenance and upkeep is allowed during normal working hours of 7 a.m. to 7 p.m. on Monday through Friday weekdays and 8 a.m. to 7 p.m. - The permitted start time for hired maintenance, lawn, and construction contractors will be 8:00 a.m. on Saturdays, Sundays, and holidays.

(C) Sale of Alcohol/Controlled or Illegal Substances: No alcohol, beverages containing alcohol, or any controlled or illegal substance shall ever be sold or offered for sale on any Lot in WILLOW MEADOWS subdivision, and said premises shall not be used for any illegal purposes, or for any purposes in violation of any applicable law, regulation or any building or fire code.

(D) Reporting of Violations: All violations of III.05 shall be reported to the contracted security patrol or Houston Police Department.

III.06 Drilling and Mining:

~~(A) Drilling and Mining Restrictions: No drilling, oil development operations, oil refining, gas recycling, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall wells of any type, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot; and no derrick or other building designed for use in drilling or boring for oil or gas shall be erected, maintained or permitted on any Lot.~~ **Proposed language (from Erich):** None of the following shall be permitted on any lot:

**(A) oil or gas development, drilling, or refining operations, gas recycling, quarrying, or mining operations of any kind.**

**(B) wells of any type, tanks, tunnels, mineral excavations or shafts.**

**(C) derricks or other buildings designed for use in drilling or boring for oil or gas.**

**ARTICLE IV  
ENFORCEMENT**

IV .01 Severability: Should any one or more of the Restrictions set forth herein be held to be invalid or unenforceable by final judgment of any court possessing appropriate jurisdiction, the same shall in no way affect the remainder of the Restrictions contained herein not directly affected by such final judgment, and the remainder of such Restrictions shall remain in full force and effect.

IV.02 Right to Levy Fines for Violations: ~~Defer to review consistency with laws/By-Laws:~~ The Board of Directors may set a fee schedule for any violations of the Deed Restrictions. The fees may be adjusted from time to time. Failure to pay fines will remove the resident from Resident in Good Standing Status and may lead to a lien against the property. ~~Fines may be forgiven if the errant behavior is corrected and violations do not later resume.~~

IV.03 Rights to Prosecute: The Association, as represented by the Board, its

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successors, and assigns, or any other person(s), business entity, or trust or guardianship owning a Lot in WILLOW MEADOWS subdivision shall have the right to prosecute any action at law or inequity that it or they deem advisable and to enjoin any violation or attempted violation of any of the Restrictions contained herein, and to prosecute the same against the person or persons, firm or corporation, trust or guardianship in violation or attempting to violate the same. Violation of any Restrictions herein shall give the Association, its successors, and assigns, the right to enter upon the property where such violation exists after a specified time contained in a written notice to the Owner and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass or theft. The costs that are incurred by the Association due to the Owner's violation of the Restrictions, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the lot.

IV.03-IV.04 Rights of Mortgagee, Trustee or The Association: Any violation of any of the Restrictions set out above shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any mortgage or Deed of Trust, or the assignee of any mortgagee, trustee or guarantor under any such mortgage or Deed of Trust outstanding against the lot covered by any such mortgage or Deed of Trust at the time the Restrictions may be violated.

IV.04-IV.05 Covenant for Assessment: The lien for annual assessment or charges and special assessments for all the sections of WILLOW MEADOWS subdivision shall be as follows:

(A) Each Owner of each Lot owned within WILLOW MEADOWS subdivision, hereby covenants and agrees (by acceptance of a deed, whether or not it shall be so expressed in such deed), and each future Owner of any Lot, shall be deemed to so covenant and agree to pay to the Association annual assessments. Such assessments shall be established and collected as hereinafter provided. The annual assessment, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorney fees, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest at the maximum lawful rate, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due.

(B) Furthermore, each such Owner who violates these Restrictions shall pay any costs incurred by the Association to enforce or correct violations of these Restrictions, including but not limited to, (1) pool and yard maintenance and/or repair charges; (2) demolition costs; (3) expenses; (4) court costs; and (5) reasonable attorney fees.

IV.05-IV.06 Purpose of Assessment: The Assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety, and welfare of the Owners in WILLOW MEADOWS subdivision, to maintain common areas whether in existence presently or to be acquired in the future, and facilities, to hire independent contractors, and to otherwise protect property values in WILLOW MEADOWS

subdivision.

~~IV.06-IV.07 Maximum Annual Assessment: Until January 1 of the year immediately following the passage of this Amended Declaration of Covenants, Conditions, and Restrictions, the maximum annual assessment shall be \$150\$200 which was the approved rate at the time these deed restrictions become effective.~~

**Proposed language (from Erich, to be consistent with the Bylaws):** The maximum annual assessment, incurred as of January 1st of each year, is two hundred dollars (\$200). This assessment is subject to amendment as follows:

(A) Except as provided below, the annual assessment may be increased in a given year by an amount not in excess of ten (10) percent of the assessment for the previous year by approval of a simple majority of the Members in Good Standing represented in person at a meeting of the Association or by mail-out ballots received by the day of the meeting.

(B) The annual assessment may not be increased cumulatively since the last prior increase.

(C) The annual assessment may be increased in a given year by an amount greater than ten (10) percent only by a two-thirds majority of the Members in Good Standing represented in person or by mail-out ballots received by the day of the meeting.

(D) Written notice of any increase in the annual assessment, including a mail-out ballot, must be mailed to all Members not less than thirty (30) days, but not more than sixty (60) days, in advance of the meeting.

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From and after January 1 of such year, the annual assessment may be increased in a given year by an amount not in excess of ten percent (10%) of the assessment for the previous year by approval of a simple majority of the Eligible Voters present at a meeting of the Association, appropriately announced in advance by written notice. The annual assessment may be increased in a given year by an amount greater than 10% only by a 2/3 majority of the Eligible Voters present at a meeting of the Association. In the event an Eligible Voter is unable to attend the meeting, that person's vote may be transmitted in writing to the Association's President or Vice President in advance of the meeting.

~~IV.07-IV.08~~ Notice for any Action Authorized under Section ~~IV.06~~IV.07: Written notice of any meeting called for the purpose of taking any action authorized under Section IV.06 shall be mailed to all Eligible Voters not less than thirty (30) days but not more than sixty (60) days in advance of the meeting.

~~IV.08-IV.09~~ Manner of Assessment: All Lots in WILLOW MEADOWS subdivision, whether improved or not, shall bear their applicable assessment. If any existing Lots are ~~combined-replatted into one Lot~~ for the purpose of one residence, the resulting Lots will be assessed as one Lot. If any ~~previously combined~~ Lots are ~~re-subdivided~~ replatted back into their constituent ~~multiple~~ Lots as shown on the recorded plat of WILLOW MEADOWS subdivision, the Owner will be responsible for paying the assessments for each resulting Lot ~~as if they had not been re-subdivided.~~

~~IV.09-IV.10~~ Date of Commencement of Annual Assessments (Due Dates): The annual

assessments provided herein commenced as to all Lots in WILLOW MEADOWS subdivision, on the first day of January of the year immediately following the passage of the original declarations for the sections of WILLOW MEADOWS subdivision, and thereafter the Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every residence subject thereto. The Association, upon demand and for reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not deny a request for such certificate to any party who in the Board's judgment has a legitimate reason for requesting same.

IV.10-IV.11 Hardship: Any Owner who is a full time resident of WILLOW MEADOWS subdivision may make a written application for hardship deferral of the Annual Assessments to the Board on the appropriate form provided for said written application. The deferral shall not eliminate the obligation to pay the Annual Assessment, but merely provide a postponement of payment until such time as the house is sold or the Owner, or surviving spouse of the Owner, dies and the house passes ownership in probate or trust, at which time the Association may collect all years of hardship deferred Annual Assessments, and shall have the right to a lien on the property for the assessments that are due at such time.

IV.11-IV.12 Effect of Nonpayment of Assessment: Remedies of the Board: Payment of assessment must be accomplished in one of the following ways:

- a. within 60 days after the annual assessment notice is received;
- b. if written option is acknowledged by obligor, 1/2 of the assessment within 60 days after the annual assessment notice is received, and the remaining 1/2 assessment by the following August 1<sup>st</sup>.

Any assessment not paid within sixty (60) days after the due date set by the Association is delinquent and shall bear interest from the due date until paid. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved, or both, and interest, costs, and reasonable attorney fees may be added to the amount of such assessment and also constitute the lien. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area, if any, or abandonment of the Lot and/or premises.

IV.12-IV.13 Subordination of Lien to Mortgages: The lien of the Annual Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter

becoming due or from the lien thereof.

### **TRANSITION RULES**

IV.13-IV.14 New Buildings and Improvements: After the effective date of these Restrictions, all new buildings, improvements, repairs, or repainting etc. must conform to all of these Restrictions.

IV.14-IV.15 Existing Buildings and Improvements: Existing permanent buildings that are in place when these Restrictions become effective will not have to be changed until they have to be replaced, repaired, and the like. The following are examples of the types of violations that will not have to be changed to conform to these Restrictions until the buildings are replaced, repaired, etc.:

- \* Square footage requirements
- \* Setback lines and building location requirements
- \* Roofs
- \* Building additions or modifications
- \* Driveways
- \* Fences and Walls

### **ACTIVITIES**

IV.15-IV.16 Restricted Activities: Under no circumstance will activities that violate these Restrictions be permitted. As examples of these activities the following is a non-exclusive list of some of the types of violations that shall not be permitted. This list includes, but is not limited to:

- \* Business activities violations
- \* Improper storage or parking of boats, trailers, cars etc.
- \* Requirements for fencing and cleaning of pools
- \* Requirements for exterior maintenance and appearance
- \* Noise violations
- \* Animal and pet violations
- \* Health and safety violations

IV.16-IV.17 Enforcement: The Association has the authority to interpret and enforce the Restrictions above.

IV.17-IV.18 Additional Restrictions: Under no circumstances will any building, activity or condition, that disturbs the residential tranquility of WILLOW MEADOWS subdivision, or presents a risk to the health or safety of the members of the WILLOW MEADOWS subdivision, or presents a risk to the health or safety of the members of the WILLOW MEADOWS subdivision community or of the general public, be allowed.

