

R583180

505-39-3792  
STEWART TITLE HOUSTON DIVISION  
*Pitman*

SECOND AMENDED AND RESTATED UNIFORM RESTRICTIONS  
FOR TOWNHOUSE MANOR  
HOUSTON, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF HARRIS

09/18/95 200050416 R 583180 \$229.50  
KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, FIDELITY TERRA CORPORATION was the owner of a Tract of Land in the James Hamilton Survey, Abstract No. 878, Harris County, Texas, which has been subdivided and platted as TOWNHOUSE MANOR, as shown by a map thereof recorded in Volume 125, at Page 31, of the Map Records of Harris County, Texas; and

WHEREAS, it was deemed to be in the best interest of said corporation and of the persons who may purchase part of the lands, described in and covered by the above mentioned plat that there be established and maintained a highly restricted and modern Townhouse Subdivision: and

WHEREAS, on or about the 4th day of August, 1965, Fidelity Terra Corporation executed the Uniform Restrictions for Townhouse Manor, Houston, Harris County, Texas, which was filed in the Official Public Records of Harris County, Texas under Clerk's File No. C138547 and at Volume 6026, Page 319 of the Deed Records of Harris County, Texas, hereinafter called the "Original Restrictions"; and

WHEREAS, on August 30, 1991 and on September 13, 1991 and on December 17, 1991, an Amendment to the Uniform Restrictions for Townhouse Manor was filed and refiled with additional signatures of record with the necessary signatures of the owners in the Official Public Records of Harris County, Texas under Clerk's File Nos. N297884, N319558, and N453220, hereinafter called the "Amendment"; and

WHEREAS, the undersigned persons or entities are the owners of the majority of the properties in the subdivision who wish to amend the Original Restrictions and the Amendment and to restate the Uniform Restrictions for Townhouse Manor, Houston, Harris County, Texas, in their entirety;

Now, therefore, the undersigned do hereby adopt these Amended and Restated Uniform Restrictions for Townhouse Manor, Houston, Harris County, Texas, which are stated as follows:

I.  
ARCHITECTURAL RESTRICTIONS

(a)(1) Lots shall be used only for single family residential purposes except as outlined in Article XIII for the designated private park and club area. The term "Single Family Residential Purposes" shall be construed to exclude boarding houses, hotels, clinics, hospitals, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are expressly prohibited. After the date of the recording of these Amended and Restated Uniform Restrictions, no building shall be erected, altered, or placed on any lot other than one single family dwelling not to exceed three (3) stories in height, or thirty-five feet (35') from street grade, whichever is less. Each residence shall have a private garage, with a functioning garage door (except for 4003 Breakwood, 4087 Breakwood, 9422 Stonehouse, 4156 Meyerwood, and 4160 Meyerwood). No garage shall be eliminated or converted to living or storage space. Garages shall be limited to space for three (3) cars and servant's type quarters, which may be occupied by a member of the family occupying the main residence on the building site, or by servants employed on the premises. No carports shall be allowed, except for

the carports at 4003 Breakwood, 4087 Breakwood, 4088 Breakwood, 9422 Stonehouse, 4156 Meyerwood, 4160 Meyerwood, and 9427 Bassoon, which existed prior to the effect date of these Restated Restrictions.

A single family dwelling may be built on two (2) or more adjacent lots, which will continue to be considered as two (2) or more lots for all purposes under these Amended and Restated Uniform Restrictions.

(a)(2) Each new single family dwelling shall meet the requirements outlined in Section (a)(1) above and have at least one thousand eight hundred (1,800) square feet of living area (measured from the exterior foundation, excluding porches, patios, and garages). Each new dwelling and garage must be built with a four (4) hour fire wall.

(a)(3) Rebuilding of an existing single family dwelling must be of at least 1,500 square feet, the same kind and quality or better than the original structure, and must meet the requirements set forth in Section (a)(1).

(a)(4) Upon substantial damage to or destruction of a dwelling, the structure must be secured immediately by the owner to comply with city ordinances for dangerous buildings. Securing of party walls and other shared structures as outlined in Article IV (b) must be done promptly by the owner of the damaged property to prevent damage to adjacent property. If the dwelling is not rebuilt, the owner must completely clear the lot of debris, including slab, plumbing, and wiring, leaving only the unobstructed, sodded land. If the owner fails to comply in a timely manner, the Association, acting through the Board of Trustees, shall have all necessary work done and shall levy a special assessment against the owner and the lot, subject to interest and attorneys' fees and secured by the maintenance lien.

(b)(1) No building or other improvement, equipment, or structure of any kind, shall be started, erected, altered or removed from and placed elsewhere on any building plat in this subdivision until the building plans and materials, specifications, and plat plan showing the location of the building have been approved in writing by the Townhouse Manor Fund, Inc., ("the Association") acting through its Board of Trustees ("the Board of Trustees"). If the Association fails to approve or disapprove the design and location within forty-five (45) days after plans and specifications have been duly submitted to the President of the Board of Trustees, such approval will not be required and this covenant will be deemed to have been fully complied with. Approval by the Association shall not imply a warranty of fitness for purpose, use, or design to any person, whatsoever, including, but not limited to, the person submitting the plans, or subsequent purchasers or users of the improvements. Documentation of each decision will be kept in the minutes of the Association.

(b)(2) If the plans and specifications have not been approved by a professional engineer or architect, licensed in the state of Texas, the Board of Trustees, at its discretion, may require review by a registered professional engineer or architect as part of the approval process. The Association shall notify the owner within fourteen (14) days of receipt of the plans and specifications if review is required. The owner shall pay the cost of the review before the Association has a duty to review the plans. Any delay in paying the cost of the review shall be added to the required number of days that the Association has to perform its duties.

(b)(3) As part of the approval process, the owner shall place with the Association a refundable deposit in an amount set by the Board of Trustees (but not to exceed 2% of the total construction

costs) to insure completion of construction and appropriate clean up.

(c) Submission of plans and specifications is in addition to and does not eliminate the owner's responsibility for obtaining all required building permits and inspections.

(d) Buildings shall be located according to the building set back lines (where applicable). Buildings shall not be located within any easement shown on the recorded plat. Eaves, steps, open porches, patios or other portions of the building shall not encroach upon another lot or common area.

(e) Additions and improvements (including but not be limited to window air conditioners, satellite dishes, other equipment, fences, and walls) shall be approved by the Board of Trustees, at its discretion, before installation or erection. Existing nonconforming structures shall not be rebuilt or reinstalled after the date of recording of these Amended and Restated Uniform Restrictions, except for the carports set forth in (a)(1) above.

## II.

### EXTERIOR LIGHTING

(a) Each garage shall have an exterior light illuminated continuously from dusk to dawn.

(b) Open-bulb light fixtures shall not be installed or maintained on the front of any dwelling. Lighting shall not be directed toward the street in such a manner as to shine in the eyes of vehicle operators.

(c) Additions to or alterations in existing exterior lighting must be approved by the Board of Trustees before installation.

## III.

### EXTERIOR MAINTENANCE

(a)(1) Each owner shall be responsible for maintaining in an attractive and finished state of repair the exterior of the residence, garage, lot and any portion of the interior in public view. Specifically, owners shall not let paint, trim, caulking, brick, stucco, siding, other exterior surfaces, awnings, roof, rain gutters, downspouts, exterior walls, windows (including glass and support structures), doors, garage doors, mailboxes, exterior light fixtures, walks, driveways, fences, walls, foundations or party walls, parking areas or any other part of the property deteriorate without taking prompt action to correct the situation. Awnings shall be securely affixed to the exterior walls, and must be kept free of holes, rust, mildew, or other dirt. Gutters and downspouts must be painted or treated to prevent corrosion, secured to the roof, eaves, gables or other exterior walls, and maintained without holes. Down-spout run off shall be routed properly to prevent damage to buildings, grounds, and property from prolonged standing water or soil erosion. Concrete areas including, but not limited to, sidewalks, walks, driveways, or porches shall be maintained so that all cracks are properly patched or resurfaced as they appear. Window coverings such as cardboard, foil, paper, or sheets (unless converted into proper curtains) are not permitted. Change of paint color, brick or other exterior materials shall be compatible with existing structures and in harmony with the neighborhood. If an owner fails to comply, the Association may, but shall not be required to, maintain the same. In such case, the cost, including interest and attorneys' fees, shall be added to the owner's maintenance fee and secured by the maintenance lien.

(a)(2) Each improvement on a lot shared by the adjacent lot or lots shall be considered a shared improvement and be subject to the

general law regarding party walls and liability for property damage due to negligence or willful acts or omissions. Examples of shared improvements include but are not limited to roofs, decking beneath the roofs, foundations, walls on shared property lines that are party walls, exterior fascia siding, and brick on common walls, walkways and other paved areas serving more than one residence.

(a)(3) The cost of reasonable repair and maintenance of a shared improvement shall be borne by the owners who share the improvement in proportion to their ownership of the lots sharing the improvement. No owner may exempt himself from liability by waiving the right to use the shared improvement or party wall.

(a)(4) The obligation to make such payments is not meant to alter the right of any owner to call for a larger contribution from others under any rule of law regarding liability for negligence or willful acts or omissions.

(a)(5) The right of any owner to contribution from any other owner under this article shall run with the land and shall pass to such owner's successor in title.

#### IV. LANDSCAPING

(a) Common property, including courtyards and walks, the swimming pool and its surroundings, the Stonehouse esplanade, perimeter fences, other property deeded to the Association and common utilities (gaslights, courtyard lights, courtyard sprinklers, and pool water and electricity) shall be maintained by the Association.

(b) Each owner is responsible for the landscaping and maintenance of the owner's lot. Improved property shall be landscaped and maintained attractively by properly trimming trees, shrubs, and bushes in public view. Trees, shrubs or bushes shall not obstruct sidewalks or alleys, block vision at intersections, or intrude on adjoining property. Dead trees, shrubs, bushes, or other foliage shall be removed promptly and disposed of properly.

(c) Unimproved lots shall be mowed by a contractor retained by the Association. The mowing fee shall be based on each unimproved lot owner's proportional share of the total square footage of unimproved lots to be mowed. The fee shall be paid by the owner of the lot, in advance, at the time set to pay the maintenance fee. This charge shall be considered part of the maintenance fee and is subject to interest and attorneys' fees and secured by the maintenance lien.

#### V. PARKING

(a) No motor vehicle or other conveyance shall be parked in any alley or street in public view in excess of the time and limitations as specified by the ordinances of the City of Houston.

(b) No motor vehicle or other conveyance (including but not limited to recreational vehicles, trailers, boats and campers) shall be parked at any time on any lot or on any easement, except in the garage or carport. A specific exemption will be made for 9422 Stonehouse and 9427 Bassoon, at which parking in the easement to the south of the residence will continue to be allowed. Exceptions may be granted by the Board of Trustees for contractors' vehicles, dumpsters and equipment while being used in the construction or repair of a residence.

(c) No inoperative vehicle (defined as not in running or usable condition, including but not limited to failing to have

current license plates or inspection stickers) may be parked or stored in any alley or street or in public view on any lot.

(d) Vehicles or other conveyances parked in alleys or streets shall not obstruct traffic or impede garage access. Alleys, sidewalks, and streets shall not be used as a repository for bulk deliveries of supplies, building materials, sand, or soil in any way that may be a nuisance, hazard, or obstruction. It is the resident's responsibility to assure that service vehicles do not block street or alley traffic or obstruct garage access of other residents.

(e) The Association may have vehicles, conveyances, or other materials outlined above removed at the owner's expense.

VI.  
BUSINESS ACTIVITIES

(a) No business, trade, professional, or commercial activity of any kind shall be carried on upon any lot.

(b) There shall be no public sales such as garage or estate sales within the boundaries of the community, other than activity required to sell real estate located therein. A fine of \$500 per day shall be levied against individuals holding garage or estate sales. This fine may be placed as a lien against the property and become part of the maintenance fees owed by the owner.

(c) Door-to-door solicitation is prohibited.

(d) Nothing shall be done on any lot or common area that may be or become an annoyance or nuisance to the neighborhood.

(e) Distribution of non-subscribed printed materials by non-residents is strictly prohibited.

VII.  
TEMPORARY LIVING QUARTERS

No trailer, tent, shack, garage, or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure be used for a residence other than the main building.

VIII.  
SIGNS

No signs shall be in public view on any residential lot except one sign of not more than five square feet advertising the property for sale or lease.

IX.  
DRILLING OPERATIONS

No oil, gas, or water drilling, oil or gas development operations, oil or gas refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil, gas, or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted upon any lot.

X.  
ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets if they are not kept, bred or maintained for any commercial

purpose. Household pets shall be limited to a number that is reasonable, proper, does not create an annoyance or nuisance, and complies with the limits specified by the City of Houston.

XI.

WASTE DISPOSAL

(a) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers at the rear of each lot. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall be set out for collection only in the alley at the rear of the lot no earlier than 9:00 PM of the day before scheduled collection.

(b) During new construction, remodeling, or repairs, waste construction materials shall be placed in a dumpster or otherwise removed each night before the cessation of construction activity. Full dumpsters shall be emptied in a timely manner, as determined by the Board of Trustees in its sole discretion. Upon completion of construction, all waste and the dumpster shall be removed.

XII.

INTOXICATING SUBSTANCES

No alcoholic beverages, mind-altering substances, or illegal drugs shall ever be sold or offered for sale on any site in this subdivision. No part of the premises shall be used for vicious, illegal, or immoral purposes, or for any purpose in violation of the laws of the State of Texas, or of the United States, or of any police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

XIII.

POOL AND COMMON AREAS

The private park and club area and Lot 35, Block 3 as designated on the plat of this subdivision recorded at Volume 125, Page 31 of the Map Records of Harris County, shall be used for a swimming pool and park for property owners and their guests. The pool and common areas shall be controlled by and maintained by the Association. The Board of Trustees may, from time to time, adopt and change Rules and Regulations governing the use of the pool and common areas. Private parties may be scheduled at the pool but not to the exclusion of other owners. A refundable deposit for use of the pool by private parties may be required by the Board of Trustees to cover the cost of damage, repairs, and clean-up. The Board of Trustees may deny the use of the pool or common areas to any owner, the owner's family members, guests or tenants during any time that the owner is in default in the payment of maintenance fees or if the owner or the owner's family members, guests or tenants violate the Association's Rules and Regulations.

XIV.

ENFORCEMENT OF RESTRICTIONS

Any owner or the Board of Trustees may enforce any of these restrictions through court proceedings. Additionally, the owner of property that does not comply with these restrictions will be so notified in writing by the Association. This notice shall be considered complete when mailed, certified mail, return receipt requested to the owner at the street address reflected in the records of the Association. If an owner fails to comply within forty-five (45) days after written notice, the Board of Trustees, in addition to all other remedies, without liability to the owner in trespass or otherwise, shall have the right to enter upon the owner's lot and do or cause to be done anything necessary to secure

compliance with these covenants. The Board of Trustees may bill the lot owner for the cost of such work. The owner agrees to pay such charges immediately upon receipt of the invoice. If not paid, the cost of the work, including interest and attorney's fees, shall become a part of the maintenance fee and secured by the maintenance lien. Each owner shall be responsible for the actions and inactions of the owner's family, guests, tenants and invitees and the family, guests and invitees of the owner's family, guests and invitees.

## XV.

SETTLEMENT OF DISPUTES

By the execution of these Amended and Restated Uniform Restrictions, the owners hereby appoint the Secretary of the Association to be their proxy holder to vote in favor of the amendment of the bylaws of the Association at the special meeting to be called for the purpose of amending the bylaws within 11 months from the date of the recording hereof, in order to adopt an amendment to the bylaws which will state as follows:

"In the event of a dispute between the owners of adjoining properties in a matter for which the consent or release of one or the mutual consent or release of both is required, the owners shall submit the dispute to a professional arbitrator agreed upon by both parties. If both parties are unable to agree upon an arbitrator, then the Board of Trustees may appoint a professional arbitrator who is not a member of the Townhouse Manor Fund, Inc., for them. The dispute shall to be arbitrated in accordance with the provisions of the Texas General Arbitration Statute. The determination of the arbitrator shall be final and conclusive upon both parties."

## XVI.

RIGHTS OF MORTGAGEES

Violation of any of the covenants, agreements, reservations, easements, or restrictions contained herein 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 assigns of any mortgagee, trustee, or guarantor, under any such Mortgage or Deed of Trust outstanding against the said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.

## XVII.

AMENDMENTS

These covenants and restrictions, shall be taken and deemed as covenants to run with the land and shall be binding on the owners and all parties and persons claiming under them until January 1, 1996, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of fifteen (15) years each unless by duly recorded instruments signed by a majority of the lot ownership, in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part at any time before the expiration of either the primary or any successive renewal term of these covenants, conditions, and restrictions. Each co-owner of a lot shall have a proportional share of one vote which shall be executed as one vote per lot on a single ballot.

## XVIII.

ENFORCEMENT AND SEVERABILITY

If any owner or the owner's family, guests, invitees, or tenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning

any real property in the subdivision or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants for injunctive relief or to recover damages or other dues for such violations. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions that shall remain in full force and effect.

XIX.  
ANNUAL MAINTENANCE FUND

(a) The Original Restrictions stated that the maintenance charge shall be secured by a Vendor's Lien upon said lots and is to be paid annually on the first day of January of each year, in advance, beginning January 1, 1966, to FIDELITY TERRA CORPORATION at its office in Houston, Texas, or its assigns or successors, with 6% interest on any delinquent payments. That original vendor's lien was assigned to the Association by an assignment recorded in the Official Public Records of Harris County, Texas on August 21, 1968, under Clerk's File No. C763380 and is hereby retained, renewed, and extended, to the extent not prohibited by the Texas homestead laws (and to the extent prohibited by the Texas Homestead Law, said lien is extended to other charges effective as of the date that the current owner no longer has a homestead interest in the lot but prior to the date that any new owner acquires an interest in any lot after the date of the filing of these Amended and Restated Uniform Restrictions, as to the other charges).

(b) Each residential lot shall be subject to an annual maintenance fee to be paid by the owners of all lots in TOWNHOUSE MANOR. These fees shall be used to create a fund to be known as the "TOWNHOUSE MANOR MAINTENANCE FUND". The annual maintenance fee shall include all other charges outlined in this Amended and Restated Uniform Declaration. This maintenance fee, with interest at the highest rate allowed by law on any payments not received in the office of the Association within thirty days of the due date, as set by the Board of Trustees, costs of collection and attorney's fee, shall be secured by the Vendor's Lien set out in the Original Restrictions, as retained, renewed, and extended, upon said lot. Payment is due to the Association, in advance.

(c) The Association will render an accounting of the fund to lot owners at the annual meeting, showing the receipts and expenditures. The funds collected, as far as they may be sufficient, shall be used for maintenance of sidewalks, common courts, esplanades, subdivision boundary walls, vacant lots, and for providing private patrols or security officers, lighting in public areas, fogging, administrative or legal fees, and doing other things necessary and desirable in the opinion of the Board of Trustees to maintain public or common areas of the subdivision, or which it considers to be of general benefit to the owners or occupants of TOWNHOUSE MANOR. It is agreed that the decision of the Board of Trustees shall be final if such expenditures are made in good faith. That portion of the maintenance fee due for items chargeable to a specific lot or owner shall be used for those purposes.

(d) The maximum annual assessment for 1993 shall be \$360.00. Beginning in 1994, the maximum annual assessment for each year shall be increased automatically by the consumer price index - urban (CPI-U) for the statistical Greater Houston Metropolitan area, all items, for the twelve (12) months immediately preceding through October of the preceding year. At its discretion, the Board of Trustees shall set the annual assessment in an amount not to exceed the cumulative maximum annual assessment.

(e) The maximum annual assessment may be increased above the preceding amounts and special assessments for unexpected repairs or



for capital improvements may be adopted by a vote of two-thirds (2/3) of the lot owners, with each lot co-owner having a proportional share of one vote, qualified to vote at a regular or special meeting called for that purpose following the voting, quorum, and notice requirements in the by laws of the Association. The Board of Trustees shall have ninety (90) days from the date of the special meeting to obtain the two-thirds (2/3) majority of the lot ownership needed to levy the special assessment and the meeting shall be considered to continue from day to day until the expiration of this time period.

(f) The Vendor's Lien set out above is subordinate and inferior to only a mortgage granted or created by the owner of any lot to secure the payment of money advanced and used for purchasing or improving such lot. Sale or transfer of any lot shall not affect the Vendor's Lien set out above; however, the sale or transfer of any lot pursuant to a foreclosure under such purchase money or improvement mortgage or proceeding in lieu of foreclosure thereof shall extinguish the Vendor's Lien set out above as to any amounts that became due prior to such sale or transfer, but not thereafter. Amounts which became due against said lot shall be prorated for the year as of the date of the sale or transfer. Such sale or transfer shall not release the former owner of a lot from his or her personal liability for any amounts that became due prior to such sale or transfer.

(g) Each owner shall be a member of the Association, as long as the owner has an interest in the property, other than merely for security. The sale or transfer of the owner's interest in the property to any other person shall automatically transfer membership to the new owner. The Association shall be governed by its bylaws, which may be amended from time to time. All membership in the Association shall be appurtenant to lot ownership and shall not be separated from it.

TO WITNESS which the undersigned have caused their signatures to appear as of the date which appears next to their name or names on the signature pages appended hereto.

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