

RESTRICTIVE COVENANTS FOR THE SUBDIVISIONS

ARTICLE I. DEFINITIONS

- 1.1 **“Association”** — Oak Estates Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.
- 1.2 **“Accessory Structure”** — a Structure whose use is ancillary to a House, including a storage building, greenhouse, and gazebo but not including a garage.
- 1.3 **“Board”** — the Board of Directors of the Association.
- 1.4 **“Commercial Vehicle”** — any Vehicle other than a Non-Commercial Vehicle
- 1.5 **“Common Area”** — all real property owned by the Association for the common use and benefit of the Owners.
- 1.6 **“Effective Date”** — the date the Amendment to Restrictive Covenants is recorded in the Real Property Records.
- 1.7 **“Family”** — an individual or two or more persons related by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship or up to 3 unrelated adult persons, living as a single housekeeping unit in a House (including a garage apartment).
- 1.8 **“Front Street Line”** — for interior Lots, the boundary line of a Lot with the Street. For corner lots, the boundary line of the Lot with the street which has the shortest length.
- 1.9 **“Grandfathering”** — the right of Lots, Structures, and uses non-conforming with these restrictions to continue in legal existence (see section 12.2).
- 1.10 **“Home Occupation”** — a low profile commercial activity meeting the conditions of Section 2.4.
- 1.11 **“House”** — a single family residential structure.
- 1.12 **“Lot”** — any numbered lot on the Plat.
- 1.13 **“Lot Grade”** — The lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between the structure and a line 5 feet from the structure.
- 1.14 **“Non-Commercial Vehicle”** — passenger automobile, truck, van, camper or recreational vehicle of 1 ton capacity or less, recreational boat, motorcycle, or lawn maintenance equipment.
- 1.15 **“Owner(s)”** — the record title owner(s) of fee simple interest in a Lot.
- 1.16 **“Plat”** — collectively, the map or plat of Oak Estates recorded in Volume 31, Page 67 of the Map Records of Harris County, Texas and the map or plat of Oak Estates Section 2 recorded at Volume 35, Page 43 of the Map Records of Harris County, Texas, including the lots adjacent to Oak Estates along the east side of Oak Estates described as property “owned by others” on the map or plat of Oak Estates recorded in Volume 31, Page 67 of the Map Records of Harris County, Texas.
- 1.17 **“Real Property Records”** — the Official Public Records of Real Property of Harris County, Texas (or successor records).
- 1.18 **“Restrictions”** — the Restrictive Covenants created herein.
- 1.19 **“Street”** — the publicly dedicated rights-of-way on the Plat.
- 1.20 **“Structure”** — any improvement, building or House, including an Accessory Structure and fence.
- 1.21 **“Subdivision”** — collectively, all real property located within the Subdivisions according to the Plat.
- 1.22 **“Vehicle”** — any automobile, truck, van, trailer, tractor, recreational vehicle (RV), camper, boat, motorcycle, or other mode of motorized transportation.

ARTICLE II. RESIDENTIAL CHARACTER

- 2.1 Single Family Residential. All Lots shall be used exclusively for single family residential purposes. Both the use of a Lot and the Structures placed on a Lot shall be single family. Multi-family residential, commercial, and industrial uses are prohibited, whether conducted on a for-profit basis or not.
- 2.2 No Lot Division. No Lot may be further subdivided or reduced in size. A Lot may be eliminated if it is divided between adjacent Lots or joined with one or more adjacent Lots. Two or more Lots may be used as a single building site. No more than three Lots (or portions thereof) may be used as a single building site.
- 2.3 Home Occupation. Low profile commercial activities are allowed under the following conditions:
- 2.3.1 No employees;
 - 2.3.2 No signs;
 - 2.3.3 No visible storage or display of commercial products;
 - 2.3.4 All commercial activities are conducted inside a Structure;
 - 2.3.5 No material disruption, interference or increase in traffic or parking;
 - 2.3.6 No sound or smell is created outside the Structure; and
 - 2.3.7 Existence of the Home Occupation is not apparent from outside the Structure.

An average of 10 vehicles per day stopping at the Lot over any five (5) day period (whether customers, business guests or deliveries) shall be deemed to be an unacceptable increase in traffic. An average of 5 vehicles per day parking on any street near the Lot by persons visiting the Lot in any consecutive five (5) day period shall be deemed to be an unacceptable interference with parking. The Board may issue regulations further determining and interpreting these conditions.

The home occupation restrictions apply to all non-residential activities, whether or not for profit.

ARTICLE III. USE RESTRICTIONS

- 3.1 Animals. No more than four pets are allowed. No pets may be kept, raised, or bred for sale. Dogs must be confined behind a secure fence and may not be allowed to roam freely. Dogs may be walked only on a leash or under controlled verbal command. Notwithstanding the foregoing, livestock, poultry, and swine are prohibited.
- 3.2 Clothes. Hanging clothes and clothes lines shall not be visible from a Street.
- 3.3 Explosives. Fireworks and other dangerous explosives are prohibited.
- 3.4 Fires. Fires are prohibited except for non-commercial outside food preparation in an appropriate cooking vessel or in a fireplace in a House.
- 3.5 Garbage. Garbage, trash, and waste shall be kept in closed sanitary containers outside public view at all times. Garbage, trash, waste, and recycling materials may not be placed in view from a Street prior to 6:00 p.m. of the date preceding scheduled pickup by the appropriate service provider. Sanitary containers and recycling bins must be removed from view from a Street the same day the materials are collected. All building materials, wood piles, yard equipment, sanitary containers, recycling bins, and the like, shall be maintained in a clean and neat condition or concealed from view from a Street and from neighboring Lots.
- 3.6 Garage Sales. No garage sale, moving sale, rummage sale, or similar activity may be conducted on a Lot more than twice each calendar year. No sale may commence earlier than 8:00 a.m., extend past 6:00 p.m., or continue more than three (3) consecutive days. Garage sale signs are prohibited except as provided in Section 4.5.2.

3.7 Landscaping. The landscaping on all Lots shall be maintained in a neat and attractive condition at all times with grass mowed and weeds removed on a regular basis. Between and including the months of May to September, Lots must be mowed at least once every fourteen (14) days. The Owner is responsible for maintaining the Street adjacent to their Lot free of leaves, trash, and litter.

3.8 Noise. Unusually loud activities are prohibited at all times. After 10:00 p.m. and before 7:00 a.m. loud activities are prohibited so that the reasonable enjoyment of Owners is not disturbed. The Board may determine standards and additional regulations for unacceptable noise levels and activities. The Subdivision is intended to be a quiet, peaceful environment.

3.9 Nuisance. Unsafe, illegal or offensive activity inconsistent with a first-class residential neighborhood is prohibited. The Board may determine what constitutes a nuisance and issue additional regulations consistent with this section.

3.10 Oil and Mining Operations. Oil, gas, or mining operations of any character are prohibited.

3.11 Vehicle Sales. Only sales of an Owner's non-commercial Vehicles typically stored on a Lot are allowed, but not to exceed 4 sales per Owner in any calendar year.

3.12 Vehicle Storage. Vehicles must be parked on a Street, an improved driveway, in a carport, or in a garage. Any Vehicle other than a passenger car or pickup truck (not exceeding 1 ton capacity) shall be parked in an enclosed garage with the garage door closed or behind an opaque fence and gate (each at least 6 feet in height), with the gate closed. Commercial Vehicles may be temporarily parked on a Street, an improved driveway or in a carport, for not more than 3 consecutive days.

3.13 Recreational Vehicles. No recreational vehicle exceeding 16 feet in length shall be parked on any Street, on an improved driveway, or in a carport for more than 9 days in any 120 day period.

ARTICLE IV. RESTRICTIONS ON IMPROVEMENTS

4.1 Antenna. No antenna may be erected on a Lot except as follows:

4.1.1 Traditional Antenna. 1 traditional roof mounted wire television antenna may be allowed per Lot which meets the following criteria:

- (1) Silver or other single, flat neutral color,
- (2) Placed on the rear of the highest roof ridge line; and
- (3) Total height of 10 feet or less measured from the highest ridge line of the roof (not including any chimney).

4.1.2 Satellite Dish Antenna. 1 satellite dish antenna may be erected per Lot which meets the following criteria:

- (1) A single, flat, neutral color, which shall match the roof; if roof mounted, or the chimney, if chimney mounted;
- (2) Width not to exceed 8 feet;
- (3) If ground mounted — height not to exceed 10 feet from the ground;
- (4) If roof mounted — not elevated above the roof by a pole or other structure, except to the minimum amount necessary to physically install the antenna;
- (5) If roof mounted - not visible from a Street;
- (6) If ground mounted — located behind the rear wall of the House and at least five (5) feet from any Lot line;
- (7) If ground mounted — screened by landscaping when viewed from neighboring Lots; and
- (8) If the antenna is less than 2 feet wide and satisfies the requirements of 4.1.2(1), the antenna may be roof mounted in such location as necessary to achieve normal reception standards so long as the location minimizes the view of the antenna from a street.

4.1.3 Additional Limitations. The Board may issue additional Antenna regulations.

4.2 Exterior Maintenance. The exterior of any Structure on a Lot (specifically including roof, doors, windows, screens, awnings, shutters, carports, and exterior surface) must be maintained in good condition and repair, adequately, uniformly and completely painted or otherwise finished (without substantial peeling of the finish), and present a first-class residential appearance. Fences shall be maintained in an erect, safe condition, such that they effectively enclose and screen the fenced portion of the Lot. The Board may determine when a Structure and/or fence requires repair and a reasonable deadline for the Owner to conclude that repair, and issue additional regulations to implement this section.

4.3 Fences. Fences are prohibited closer to a Street than the building setback line. Fences may be constructed only of wood, brick, stucco, rod iron, anodized aluminum, or other material approved by the Board. Chain-link fencing is allowed only along interior or rear Lot lines. Chain link fences shall not be visible from a Street. Fences may not exceed ten (10) feet in height, except on Lot lines abutting commercial property outside the Subdivision, abutting railroad tracks, or abutting San Felipe Road.

4.4 Mechanical Roof Ventilators. Mechanical roof ventilators (including wind turbines and power vents) are prohibited, except to the rear of the roof ridge, and not visible from the Street to which a Lot fronts. All roof ventilators (mechanical or not), roof jacks, and other protruding items on a roof (except chimneys and antennae) shall be painted a flat color which matches the roof. Mechanical roof ventilators on new construction shall not be visible from the street to which a Lot fronts.

4.5 Signs. All signs are prohibited, except:

4.5.1 One sale or rental sign, not to exceed six (6) square feet on each of 2 sides.

4.5.2 A temporary garage/moving/rummage sale sign, not to exceed six (6) square feet on each of 2 sides.

4.5.3 Any one Political sign may not remain for longer than sixty (60) days and shall be immediately removed after the applicable election.

4.6 Swimming Pool Equipment. Swimming pool equipment shall be screened from view from a Street by landscaping or opaque fencing.

4.7 Temporary Buildings. Mobile homes, manufactured houses, and temporary buildings are prohibited. Movable storage structures are allowed behind the House in the rear yard of a Lot, provided they do not exceed 10 feet in height, do not exceed 100 square feet in floor space, are located at least 5 feet from lot lines and are not used for living space.

4.8 Traffic Sight Areas. No landscaping or Structure shall interfere with sight lines necessary for safe traffic flow. The Board may enact additional regulations to implement this section.

ARTICLE V. DIMENSIONS AND SETBACKS

5.1 Number of Structures. More than 1 House and 2 Accessory Structures are prohibited.

5.2 Height.

5.2.1 A House exceeding 35 feet in height is prohibited.

5.2.2 A detached garage, exceeding 25 feet in height is prohibited.

5.2.3 A moveable storage structure permitted by Section 4.7 exceeding 10 feet in height is prohibited.

5.2.4 An Accessory Structure or other structure exceeding 15 feet in height is prohibited, other than a House or detached garage.

5.2.5 Height shall be determined from the Lot Grade.

5.2.6 A chimney may exceed the height of the House by 3 feet.

- 5.3 Stories.
- 5.3.1 A House exceeding 2 full stories and a third half-story contained within the structure's roof line with floor area not exceeding sixty (60) percent of the second story is prohibited.
 - 5.3.2 A detached garage exceeding 2 stories is prohibited.
 - 5.3.3 An Accessory Structure or other Structure exceeding 1 story is prohibited.
 - 5.3.4 This section is subject to compliance with the height restrictions of Section 5.2.
- 5.4 Setbacks. No Structure shall exist within the setbacks set forth in (a) the Oak Estates Restrictions originally recorded at Volume 1992, Page 581 of the Deed Records of Harris County, Texas, (b) the Oak Estates Section 2 Restrictions originally recorded at Volume 2257, Page 52 of the Deed Records of Harris County, Texas, and/or (c) the imposition and adoption of the Oak Estates Restrictions as made applicable to the adjacent lots by that certain instrument recorded at Volume 2318, Page 625 of the Deed Records of Harris County, Texas.
- 5.5 Permitted Protrusions in the Setbacks. The following are permitted protrusions into setback areas:
- 5.5.1 Roof overhangs, bay windows, architectural features, and air conditioning compressors, each not exceeding two (2) feet, into side setbacks only;
 - 5.5.2 Electric gate openers;
 - 5.5.3 Basketball goals;
 - 5.5.4 Decks, porches or patios not exceeding 18 inches in height, in side and rear (but not the front) setback;
 - 5.5.5 Window air conditioners, in side or rear setbacks only;
 - 5.5.6 Chimneys, not exceeding 2 feet in depth and 8 feet in width; and
 - 5.5.7 Fences, in side or rear setbacks only.
- 5.6 Garage Exception. A detached garage may be located not closer than 3 feet from an interior lot line. Living area may be constructed above a detached garage with the following limitations:
- 5.6.1 No window or door may be placed in the second floor of the garage facing the rear or interior lot line;
 - 5.6.2 The detached garage may be connected to the residential dwelling by a covered open-air walkway. A garage sharing a common wall with a House or with enclosed access to a House is not a detached garage.
- 5.7 Garages. New construction must include a fully enclosed, full-size garage for not less than 2 nor more than 3 vehicles.
- 5.8 Building Materials. Any structure erected on a Lot shall be of new construction and built of quality materials. Mobile homes, trailer homes, and manufactured homes are prohibited. Used brick in good condition is allowed.
- 5.9 Exterior Materials. Exterior walls are prohibited unless the wall shall be made up of and contain not less than fifty-one percent (51%) brick, stone, and cement, and unless the outside front wall thereof shall be made up of and contain not less than sixty-six and two-thirds percent (66⅔%) brick, stone, or cement.
- 5.10 Double Lots. Two (2) or more adjoining lots with common ownership and used as a common building site shall be considered as one (1) lot for the purposes of this Article V. The setbacks required by Section 5.4 shall apply to the exterior boundaries of the common building site without regard to internal Lot lines.

ARTICLE VI. LANDSCAPING/DRIVEWAYS

- 6.1 Front Setback Area. The front setback area of a Lot may contain only pervious landscaped area, sidewalks, a porch or deck allowed by Section 5.5.4 and a driveway. Parking pads are prohibited in the front setback area.
- 6.2 Driveways. Driveways may not exceed 16 feet in width, except for driveways off side streets which may be as wide as the garage doors on any side street facing the garage. Circular driveways are allowed. Parking pads are allowed behind the front setback area. Driveways shall be constructed of brick, stone, or concrete materials only.
- 6.3 Sidewalks. Sidewalks may not exceed 4 feet in width and shall be constructed of brick, stone, or concrete materials only.
- 6.4 Vegetable Gardens. Vegetable gardens are prohibited in the front and side setback areas. Any vegetable garden shall be enclosed by a fence so not to be visible from a street.

ARTICLE VII. CONSTRUCTION

- 7.1 Construction Activities. Construction of new Structures, additions or the remodeling of existing Structures shall be conducted in a manner so to avoid inconvenience to neighboring Owners. Workers shall be directed to park on or in front of the work site. To the extent possible, all worksites shall be separated from adjacent Lots by a temporary construction fence (if there is no current fencing). Construction activities shall be pursued diligently. New construction (including additions) must be completed within 12 months from commencement. No building materials may be stored on a Street, but may be temporarily placed between the curb and Front Street Line, but not in a way to block any sidewalk. Construction debris must be regularly removed or stored in a secure trash receptacle.
- 7.2 Demolition of Existing Structures. Existing Structures to be demolished in anticipation of existing construction, shall be fully secured pending demolition. Demolition shall be conducted in a prompt, safe manner in order to minimize inconvenience to neighboring Owners. Any demolition shall be completed within 7 days from commencement with all debris removed and the Lot properly graded.
- 7.3 Tree Protection. The contractor and Lot Owner shall take reasonable precautions to prevent construction activities from adversely affecting the health of trees located on neighboring Lots.

ARTICLE VIII. MANAGEMENT AND OPERATION OF THE SUBDIVISION

- 8.1 Association. The Association has been created to administer the affairs of the Subdivision. The Association has the power to administer and enforce the Restrictions, collect and spend all assessments, acquire, improve and maintain Common Area, adopt additional bylaws and regulations to implement the Restrictions, adopt reasonable standards and interpretations of the Restrictions, and, in general, to act on behalf of the Owners as a community association.
- 8.2 Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall have 7 directors. The Board shall receive no compensation but may be reimbursed for reasonable expenses.
- 8.3 Enforcement. The Association may enforce the Restrictions, but the failure to enforce any particular restrictive covenant on a particular violation shall not be deemed a waiver of that restrictive covenant.

After notice and hearing, the Association may cure any violation of a restrictive covenant at the expense of the violating owner. The violating owner shall immediately reimburse the Association for such expense. Should the Association desire to exercise its right to cure any violation, the Association shall provide at least two (2) written notices to the violating owner (at least seven [7] days apart) and conduct a public hearing. The first written notice shall notify the violating owner that the Association may or will cure the violation and the second notice shall state that the Association will cure the violation should the violating owner fail to do so within any time period stated in the notice. The public hearing shall be conducted by the Board at a special meeting of the Board upon at least seven (7) days advance notice to the violating owner (which notice may be contained in the two required notices). The public hearing shall be open to all Owners. All Owners shall have the opportunity to speak and submit evidence at the public hearing. The Board, in its discretion, may accept testimony and evidence from knowledgeable third parties. The procedural rules for conduct of the public hearing shall be adopted by the Board, from time to time, and made available to all Owners. A copy of the procedures shall be supplied to the violating owner with their notice of

the public hearing. The Board may adjourn the public hearing to a date certain in the future in order to gather additional testimony and evidence, to allow the Board to further investigate the violation or to allow the violating owner a reasonable opportunity to cure the violation. Upon conclusion of the public hearing, the Board may take such action as it deems appropriate including, but not limited to, (i) granting a variance (provided the violating owner has requested a variance and complied with the variance provisions of the Covenants), (ii) granting the violating owner specified time to cure the violation, (iii) retaining a third party to cure the violation at the expense of the violating owner or determining that violation has been cured in all material and substantial manner and any remaining violation is technical and immaterial in nature, such that the purposes and intentions of the Covenants have been satisfied.

Each Owner authorizes the Association to enter onto their Lot(s) for the purpose of curing any violation of a restrictive covenant, provided such authority does not extend to entering into a locked structure or fenced and locked yard, except in an emergency.

8.4 Liability of the Board. To the maximum extent allowed by law, the Association shall indemnify the Board from liability relating to actions taken by the Board in good faith in their official capacity for the Association. The Owners intend that no director have personal liability for any action taken in good faith in their capacity as a member of the Board, except for willful misconduct. The Association shall, if reasonably available, purchase Directors and Officers liability insurance for the benefit of the Board.

8.5 Membership. All Owners shall be members of the Association. Membership is mandatory. Each Lot shall receive one (1) vote on all matters of the Association coming to a vote. A Lot physically divided between 2 Owners shall have no vote. Multiple Lots used for 1 building site shall have 1 vote. The unanimous decision of each Owner of an interest in the Lot shall be required in order to cast the vote for that Lot, unless the Owners are married, in which event either Owner may cast the vote, provided no written objection has been received by the Board from the other Owner. Failure to pay assessments on a Lot forfeits an Owner's vote until paid. Votes may be cast by written proxy, the original of which shall be delivered to the Board. Proxies may not be effective for a period exceeding 6 months and must be registered with the Board. Owners may be represented by an attorney-in-fact pursuant to a Durable Power of Attorney satisfying the requirements of Texas law and a copy of the Durable Power of Attorney is provided to the Board, together with a written statement by the attorney-in-fact that the Durable Power of Attorney is valid and continuing without revocation and providing a current address, phone number, and contact person in order to contact the Owner. As a condition precedent to an Owner's right to vote, the Owner must provide the Board the following documents:

- (1) recorded deed; and
- (2) mailing information and phone number for the Owner.

8.6 Powers of the Association. The Association shall have all powers of a non-profit corporation chartered in the State of Texas and may enter into such contracts and agreements and retain professionals as the Board deems consistent with the Restrictions and in the best interest of the Subdivision.

8.7 Bylaws. The Association may adopt such bylaws as recommended by the Board to implement the powers of the Association and the Board granted by the Restrictions, to provide procedures for implementation of the Restrictions, to provide voting procedures for meetings of the Association, to establish officers for the Association including president, vice president, secretary, and treasurer and, in general, to address such matters as are typically addressed in the bylaws of a community association.

8.8 Standards and Interpretations. The Board, from time to time, may issue regulations, standards and interpretations relating to particular restrictive covenants, consistent with the purposes and intent of the Restrictions, as part of the Board's discretionary authority. Each Owner and Lot are bound by those regulations, standards and interpretations.

8.9 Common Area. All Owners shall have an equal right to access and use of the Common Areas, if any, so long as the Owners have paid all assessments and are not in violation of the Restrictions.

8.10 Texas Property Code Chapter 204. The Association is a property owners association under Texas Property Code Chapter 204 and has all powers enumerated therein.

ARTICLE IX. ASSESSMENTS

9.1 Annual Assessment. Each Lot's Owner is obligated to pay an annual assessment to fund the Association.

9.2 Amount of Annual Assessment. The initial annual assessment is \$120.00 per Lot. The annual assessment may be changed by the Board from year to year. The amount of the annual assessment shall not increase more than 10% per year, without an affirmative vote of a majority of the Owners in attendance at a meeting of the Association called for the purpose of authorizing the increase in the annual assessment. The amount of annual assessment shall be determined not later than December 1 of each year for the following calendar year. Assessments shall be uniform for all Lots.

9.3 Special Assessments. The Association may levy additional assessments, from time to time, for purposes determined to be in the best interest of the Subdivision by the Board. A special assessment must be approved by a majority of the Owners attending a meeting of the Association called for the purpose of approving the special assessment. The amount, purpose, and due date of the special assessment shall be set forth in the notice of the Association meeting.

Any special assessment which is more than four times the annual assessment in any one year, shall be approved by the Owners of seventy-five percent (75%) of the Lots by written ballot or petition in lieu of the foregoing approval at a meeting of the Association. The written ballot or petition, shall be hand delivered or mailed to all Owners with an explanation of the amount, purpose and due date(s) of the special assessment.

9.4 Alternative Authorization of Assessments. In lieu of a formal meeting, the Association may receive authorization for increases in annual assessments or the implementation of special assessments by receiving approval from the Owners of a majority of the Lots by written ballot or petition.

9.5 Due Date. Annual assessments are due by February 1 of each year. Special assessments shall be due as determined by the Board or as set forth in the Resolution of the Owners approving the special assessment.

9.6 Personal Liability for Assessments. All annual and special assessments are the personal obligation of the Owner of the Lot (jointly and severally, if more than one) at the time the assessment is due. Each assessment shall bear interest at the rate of the lesser of 18% per annum or the maximum rate allowed by applicable law from the date due until paid. The Association intends to comply with applicable usury laws. In the event the interest, contracted for, charged or received exceeds the maximum legal rate, the excess interest shall be refunded, spread and/or applied to principal to the maximum extend allowed by applicable law in order to avoid usury. The Owner is also personally liable for all costs, including attorney's fees, in collecting past due assessments. An Owner's personal liability for annual and special assessments, including all costs, including attorney's fees, in collecting past due assessments (the "Amount"), shall constitute and be secured by a lien to the extent of the Amount against the Owner's real property in the Subdivision to the full extent allowed by the Texas Property Code.

ARTICLE X. TERM, RENEWAL, AND MODIFICATION

10.1 Term. The Restrictions are binding for 40 years from the Effective Date.

10.2 Termination. The Restrictions may be terminated by a document executed and acknowledged by the Owners of at least 90% of the Lots recorded in the Real Property Records. The termination shall be effective upon when filing.

10.3 Extension. The Restrictions shall automatically renew for successive terms of 10 years each, unless the Owners of at least 75% of the Lots execute and acknowledge a document filed in the Real Property Records to preclude the extension. Such document shall be effective to prevent the extension of the term but shall not reduce the term of the Restrictions.

10.4 Amendment. The Restrictions may be amended but not terminated, by a document executed and acknowledged by at least a simple majority of the Owners of the Lots recorded in the Real Property Records of Harris County, Texas. The amendment shall be effective when filed.

10.5 Power of Attorney. The termination, extension, or amendment of the Restrictions may be accomplished by the signature of an attorney-in-fact on behalf of any of the Owners. The President of the Board (or their successor) may be designated as attorney-in-fact pursuant to a Power of Attorney executed by an Owner. Such Power of
Oak Estates Homeowners Association/OEHA Inc.
Declarations effective 12/31/99

Attorney need not follow the promulgated form for Durable Power of Attorney under the Texas Probate Code, as amended. The affidavit of the President or Secretary of the Board reciting the authority of this section and listing the Owners who have granted a Power of Attorney to the President of the Board shall be prima facia evidence of the existence of such Powers of Attorney. The original Powers of Attorney authorizing the President of the Association to act on behalf of Owners shall be retained in the records of the Association, provided the loss of the original Powers of Attorney shall not invalidate the authority granted, so long as the affidavit described above is executed by the President or Secretary of the Board and recorded in the Real Property Records. The Affidavit is prima facia evidence of the existence of the Powers of Attorney at the time the termination, extension, or amendment document was executed and acknowledged by the President of the Association pursuant to the Powers of Attorney.

ARTICLE X. VARIANCE

11.1 The Board may grant variances to any specific restrictive covenants contained in Articles III, IV, V, VI and VII where the enforcement of such restrictive covenant would be inequitable or inconsistent with the overall purposes and intent of the Restrictions. A variance shall not be granted simply because the Board disagrees with the policy considerations behind the restrictive covenant in question. No variance shall be granted except upon written application to the Board containing the following:

- (1) Description of the applicable restrictive covenants;
- (2) Description of the requested variance and any conditions;
- (3) Reasons for the variance; and
- (4) Affirmative statement that the variance has not been caused by the action or inaction of the Owner.

Further, no variance shall be granted before the Board gives written notice of the proposed variance to the adjacent Lot owners and affords the adjacent Lot owners a reasonable opportunity to present their views concerning the proposed variance.

No variance shall be issued by the Board without a finding that (i) granting the variance will not adversely affect the integrity of the Subdivision, (ii) the variance is consistent with the overall goals of the Restrictions and (3) no adjacent Lot will be adversely affected in any material way and (4) no Owners shall be adversely affected in any material way. A variance shall not be granted simply because the Board disagrees with the policy considerations behind the restrictive covenant in question. The Board may, from time to time, adopt specific rules regarding the consideration and granting of variances which may include a fee for a variance request. All costs incurred by the Board relating to consideration of a variance shall be the responsibility of the petitioning Owner.

The following shall not be considered acceptable reasons for the granting of an variance:

- (1) Economic hardship;
- (2) Inability to obtain financing; or
- (3) Inability to obtain approval by governmental agency.

No lot owner shall be entitled to a variance in any particular circumstance. The granting of a variance in a particular circumstance shall not operate as precedence and shall not be binding upon the Board or any successor Board in any other circumstance, whether similar or dissimilar.

Failure of the Board to respond to a variance request within thirty (30) days after the date received by the Board shall be deemed an automatic denial of the variance. The Board may extend the time period for consideration of the variance to a total of ninety (90) days if the Board deems such period necessary in order to fully evaluate the request.

ARTICLE XII. TRANSITION PROVISIONS

12.1 Grandfathering/Non-Conformity. Any Lot, Structure, or use of a Lot in violation of the Restrictions as of the Effective Date of the Restrictions is considered nonconforming. Nonconforming Lots, Structures and uses shall not include any Lot, Structure or use which violated the Current Restrictions or any applicable laws, ordinances or regulations on the Effective Date. Nonconformities are grandfathered and may continue in legal existence.

Nonconformities may be maintained, repaired or cosmetically remodeled, but may not be structurally enhanced, expanded or reconstructed after a casualty loss where over fifty percent (50%) of the value of the nonconforming structure is destroyed. A nonconformity loses its legal status at such time as the Lot, Structure or use comes into compliance with the Restrictions and thereafter, the nonconformity may not resume. Any nonconformity is deemed abandoned after 90 days of continuous nonuse.

In the event of dispute regarding a nonconformity, the Board shall investigate the facts surrounding the nonconformity, receive input from Owners and render its decision, which decision shall be final.

ARTICLE XIII. GENERAL PROVISIONS

13.1 Attorney's Fees. The Association shall recover all attorney's fees and court costs incurred in enforcing any provision of the Restrictions.

13.2 Binding Effect. The Restrictions are binding upon and are to the benefit of the Owners and their heirs, executors, representatives, successors and assigns, where permitted.

13.3 Choice of Law. The Restrictions are subject to and governed by the law of the State of Texas.

13.4 Construction. The Restrictions shall be liberally construed to achieve the intent of the Owners. Any rule of construction to strictly construe restrictive covenants or to construe restrictive covenants in favor of the free use of land is inapplicable.

13.5 Effective Date. The Restrictions are effective upon recording in the Real Property Records.

13.6 Mortgagees. No violation of the Restrictions shall invalidate the lien of any mortgagee made in good faith and for value.

13.7 Multiple Signature Pages. The Amendment to Restrictive Covenants contains multiple signature pages and will be executed in multiple originals without all signatures on any one original. Separate signature pages may be attached to the copy of the Restrictions recorded in order to eliminate unnecessary costs of filing multiple copies of the Restrictions.

13.8 Non-Waiver. No waiver, express or implied, of any violation of the Restrictions shall preclude the subsequent enforcement of the Restrictions as to that or similar violations. No member of the Board has the authority to waive, modify, or terminate any provision of the Restrictions.

13.9 Notices. Any notice to an Owner may be provided by certified mail, return receipt requested, addressed to Owner at the Lot and shall be effected when deposited in the United States mail, postage prepaid, or when hand-delivered (by courier service or otherwise) to the Lot if an occupied House exists on the Lot (even if no one is home when delivery is made).

13.10 Severability. The invalidity, abandonment or waiver of any one of the Restrictions shall not affect or impair any other of the Restrictions and any invalid, abandoned or waived Restriction shall be judicially reformed to be valid, enforceable and effectuate the intentions of the Owners.

13.11 Texas Property Code Chapter 204. The Owners intend to comply with the provisions of Texas Property Code Chapter 204 in order to amend the Current Restrictions of the Subdivisions (including those on the Plat) and adopt the Restrictions. The Restrictions are binding upon all Lots.

13.12 Time. Time is of the essence in the compliance with obligations in the Restrictions. A deadline falling on a Saturday, Sunday or holiday recognized by the State of Texas is extended to the next following weekday which is not a holiday.

13.13 Scope of Prohibitions. Whenever a use, item, activity, or Structure is prohibited in the Restrictions, the prohibition extends to all property in the Subdivision, unless specifically limited. The use, item, activity, or Structure prohibited shall include all variations, evolutions, substitutions, replacements, successors or analogous uses, items, activities, or Structures, so to give effect to the intent of the prohibition. The Board may interpret the scope of prohibitions and the meaning of terms used in the Restrictions, as part of its discretionary authority. Those interpretations may be recorded in the Real Property Records and be binding on the Owners and the Subdivision.

13.14 Restatement. The Restrictions shall modify, add to, and extend the existing restrictions on the subdivision and shall restate and replace the existing restrictions.

This Petition has been approved by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors of the Association pursuant to the Articles of Incorporation and By-Laws of the Association and the requirements of Texas Property Code Chapters 201 and 204 in order to modify, add to, and extend the current restrictions.

Executed the 31st day of December 1999.

OAK ESTATES HOMEOWNERS ASSOCIATION, INC.