

AMENDED & RESTATED RESTRICTIONS
FOR
OEHA, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amended & Restated Restrictions for OEHA, Inc. (the "**Restrictions**") is made on the date hereinafter set forth by the approval of a simple majority of the total votes allocated to Owners entitled to vote in OEHA, Inc. (the "**Association**") and shall be effective as of the date of recording in the Real Property Records of Harris County, Texas.

WITNESSETH:

WHEREAS, the Oak Estates Restrictions were originally recorded at Volume 1992, Page 581 of the Deed Records of Harris County, Texas; the Oak Estates Section 2 Restrictions originally recorded at Volume 2257, Page 52 of the Deed Records of Harris County, Texas; the imposition and adoption of the Oak Estates Restrictions as made applicable to the Adjoining Lots by that certain instrument recorded at Volume 2318, Page 625 of the Deed Records of Harris County, Texas; and extended by instruments filed for record under Clerk's File Nos. F044670, G652982, G774841, M457661, and U86334 of the Real Property Records (collectively, the "**Original Restrictions**"), and the Original Restrictions were subsequently amended by the Modification, Addition, and Extension of Restrictive Covenants Pursuant to Texas Property Code Chapters 201 and 204 (the "**First Amended Restrictions**") recorded under County Clerk's File No. U149174 of the Real Property Records; and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in a property owners association or such lower percentage contained in the declaration; and

WHEREAS, Section 10.4 of the First Amended Restrictions provides for amendment by a document executed and acknowledged by at least a simple majority of the Owners of the Lots in the Subdivision; and

WHEREAS, the amendments to the First Amended Restrictions set forth below have been approved by the members of the Association entitled to cast at least a simple majority of the votes in the Association;

NOW THEREFORE, upon approval by at least a simple majority (51%) of the total votes allocated to property owners in the Association, the First Amended Restrictions are hereby amended and restated in its entirety as follows:

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ARTICLE I. DEFINITIONS

- 1.1 **"Adjoining Lot"** - means each Lot the border of which is (are) shared in part or in whole with another Lot, or that would be shared in part or in whole with another Lot but for a Street, road, or other public thoroughfare separating the Lots.
- 1.2 **"Association"** - OEHA, Inc., a Texas non-profit corporation, its successors and assigns, also known as Oak Estates Homeowners Association, Inc.
- 1.3 **"Accessory Structure"** - a Structure whose use is ancillary to a House, including a storage building, greenhouse, and gazebo but not including a garage.
- 1.4 **"Board"**- the Board of Directors of the Association.
- 1.5 **"Commercial Vehicle"** - any Vehicle which is used primarily for commercial purposes and which contains advertising of that commercial use.
- 1.6 **"Common Area"** - all real property owned by the Association for the common use and benefit of the Owners.
- 1.7 **"Dedictory Instruments"**- each governing instrument covering the establishment, maintenance, and operation of the Subdivision.
- 1.8 **"Effective Date"** - the date these Amended & Restated Restrictions are recorded in the Real Property Records.
- 1.9 **"Family"** - an individual or two or more persons related by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship or up to three (3) unrelated adult persons, living as a single housekeeping unit on a Lot.
- 1.10 **"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.
- 1.11 **"Grandfathering"** - the right of Lots, Structures, and uses non-conforming with these restrictions to continue in legal existence (see section 12.1).
- 1.12 **"Home Based Business"**- Home Based Business is defined at Section 2.3.
- 1.13 **"House"** - a single Family residential structure.

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- 1.14 **"Lot"** - any numbered lot on the Plat.
- 1.15 **"Lot Line"**- means a line or series of connected line segments bounding a Lot. **"Interior Lot Line"** means an interior line on the Lot that does not abut a Street. **"Setback Line"** means a line within a Lot parallel to and measured from a corresponding Lot Line, forming the boundary of a Lot and governing placement of structures and uses of the Lot. Setback Lines for each Lot are set forth in Exhibit A hereto.
- 1.16 **"Lot Grade"** - the lowest elevation of adjacent natural ground between the Structure and a line five (5) feet from the Structure, as such finished surface exists prior to construction of the Structure.
- 1.17 **"Non-Commercial Vehicle"** - any Vehicle which is not used primarily for commercial purposes and which does not contain advertising of that commercial use.
- 1.18 **"Owner(s)"** -the record title owner(s) of fee simple interest in a Lot.
- 1.19 **"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.
- 1.20 **"Real Property Records"** - the Official Public Records of Real Property of Harris County, Texas (or successor records).
- 1.21 **"Street"** - the publicly dedicated rights-of-way on the Plat.
- 1.22 **"Structure"**- any improvement, building or House, including an Accessory Structure and fence.
- 1.23 **"Subdivision"** - collectively, all real property located within Oak Estates subdivision according to the Plat.
- 1.24 **"Variance"** - a request to deviate from a literal requirement of these Restrictions, zoning, or sign ordinances due to special circumstances of a property.
- 1.25 **"Vehicle"** - any automobile, truck, van, trailer, tractor, recreational vehicle, camper,

boat, motorcycle, lawn maintenance equipment or other mode of motorized transportation.

ARTICLE I(A). ARCHITECTURAL CONTROL

1(A).1 Establishment.

1(A).1.1 Purpose. The Architectural Control Committee (the "ACC") is established as a committee of the Association to assist the Association in ensuring that all Structures and landscaping within the Subdivision are compatible with the character and aesthetics of the neighborhood and conform to the Association's Dedicatory Instruments.

1(A).1.2 Members. The ACC shall consist of at least three (3) Owners appointed by the Board. However, the Board shall have the authority to contract with and engage other professional persons who are not Owners (e.g., an architect or management company) to serve as consultants to the ACC. The Board may remove or replace an ACC member, with or without cause, at any time.

1(A).1.3 Term. ACC members shall serve until replaced by the Board, or resignation by the ACC member.

1(A).2 Plan Review.

1(A).2 Required Review by ACC. No Structure may be erected, expanded or reduced on any Lot, or the exterior altered in a material way, including, but not limited to, any alteration for which a permit is required by Texas law or a City of Houston ordinance; unless plans, specifications, and any other documents have been submitted to and approved in writing by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail which the ACC may require. For purposes of this section and except as otherwise provided in Section 12.1 regarding grandfathered non-conformities, a repair of the Structure that does not alter the footprint of the Structure or a replacement of a roof or wall with the same or similar material to the existing material does not require a submission to the ACC, so long as such repair does not alter the exterior in a material way.

1(A).2.2 Complete Submission. Within thirty (30) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC and of any required revisions that must be made to the submission. The Owner will have ten business (10) days after receipt of notice of required revisions to resubmit the revised submission. If the ACC fails to notify the Owner whether the submission is complete, or if the Owner fails to timely resubmit the required revisions, the submission shall be deemed denied by the ACC and the Owner may not proceed. The submission is deemed complete only upon written notice from the ACC.

1(A).2.3 Deemed Denial. If the ACC fails to give notice of any action taken on the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed denied. An appeal of the deemed denial can thereafter be made to the Board, and the action of the Board will be final.

1(A).2.4 No Liability. The Association, the Board, the ACC and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request, except as a result of willful misconduct.

1(A).2.5 Enforcement. If any Owner commences any construction that requires ACC approval without said ACC approval, the Board shall have the authority to order the Owner to cease and desist immediately and may bring legal action to enforce these Restrictions.

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, industrial, non-profit, or religious uses are prohibited, whether conducted on a for-profit basis or not. No rooms in the House, the garage or any Ancillary Structure on the Lot may be leased for any pecuniary amount to any non-Family member.

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 Adjoining Lots or joined with one or more Adjoining 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 Based Business. A Home Based Business is any business, occupational or commercial activity administered or conducted as an accessory use which is clearly secondary to the use of the Structure as a residential dwelling and which involves no customer, client or patient traffic, whether vehicular or pedestrian, pickup, delivery or removal functions to or from the premises, in excess of those normally associated with residential use. Only no-impact Home Based Businesses that satisfy the following requirements are allowed in the Subdivision:

2.3.1 The business activity shall be compatible with the residential use of the Structure and the Subdivision and shall operate at regular business hours.

2.3.2 The business, occupational or commercial activity shall be conducted only within the Structure with no external appearance of a business, occupational or commercial use and no visible storage or display of business, occupational or commercial products.

2.3.3 The business, commercial or occupational activity may not use any equipment or

process that creates noise, vibration, glare, fumes, odors or electrical interference, including interference with radio, internet or television reception, which is detectable in the Subdivision, and may not generate any solid waste in volume or type not normally associated with residential use in the Subdivision.

For purposes of this Section, more than five (5) vehicles per day stopping at the Lot over any five (5) day period (whether customers, business guests, non-resident employees, or deliveries) shall be deemed to be an unacceptable increase in traffic. More than five (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.

These Home Based Business restrictions apply to all non-residential activities, whether or not for profit.

ARTICLE III. USE RESTRICTIONS

3.1 Animals. No more than four (4) pets are allowed. No pets can be kept, raised, or bred for sale. Dogs must be confined behind a secure fence and cannot be allowed to roam freely. Dogs must be walked only on a leash and Owners must dispose of feces by that dog and proper disposal thereof in the Owner's own rubbish bin, as also required by City of Houston ordinances. Any animal that continuously barks or otherwise makes loud noises while secured outside the House must be brought indoors in order to maintain a quiet, peaceful environment. Notwithstanding the foregoing, livestock, poultry, and swine are prohibited. Also, as required by City of Houston ordinances, it is unlawful to feed feral or community cats unless an Owner has applied and become designated an official Colony Manager and is actively working to get all cats neutered.

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, contained firepits that meet all applicable city and/or county laws and regulations, blow torches or other activities necessary to the repair or upkeep of the Structure or in a fireplace or gas range inside a House.

3.5 Garbage. Garbage, trash, and waste shall be kept in closed sanitary containers outside public view at all times. Garbage, trash, yard 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 and concealed from view from a Street and from Adjoining Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot or on any Lot which appears to be unoccupied.

3.6 Garage Sales. No garage sale, moving sale, rummage sale, estate sale or similar activity may

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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 March through the end of October, Lots must be mowed at least once every fourteen (14) days. Between the months of November through the end of February, Lots must be mowed and/or have leaves removed, at least once a month. Owners are responsible for clearing leaves and debris on the Street adjacent to their Lot, making sure that debris is not clogging drains, and ensuring their lawn care service does not blow or otherwise dispose of leaves down the drains on the Street, as also required by City of Houston ordinances.

All trees and shrubs must be trimmed and pruned as may be necessary to maintain them in a neat and attractive manner consistent with the character of the Subdivision. No branches or limbs of any tree or shrub shall block or impede, in whole or in part, any streetlights, the use of any sidewalk or Street, including without limitation any on-coming traffic sight line on any Street in the Subdivision or any street outside the Subdivision that abuts any Lot in the Subdivision. All dead landscaping plants shall be promptly removed and may be replaced by the Owner only in compliance with these Restrictions.

The Owner of each Lot with the House thereon shall solid sod with grass or install approved ground cover in the area between the landscaping surrounding the House and the curb lines of the abutting Streets promptly after closing to a House buyer. Third party commercial service vendors are prohibited on Sundays and may not commence work before 7:00 a.m. on other days of the week without express permission of the Board. All Lots located at Street intersections shall be landscaped so as to permit unimpeded sight across the Street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain that could result in the creation of a sight problem/impediment.

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. Loud noise must be curtailed by 11 p.m. on Saturday nights. Construction noise is never permitted before 7:00 a.m. or on Sundays unless the City of Houston has sustained a weather emergency, such as a hurricane or flood requiring emergency attention to the Structure. 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.

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 four (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. An Owner's Commercial Vehicle 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 three (3) consecutive days. Only legally tagged and operational Vehicles may be parked or located on, or visible from, the Street.

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

3.14 Drainage. Without the prior written consent of the ACC, no Owner of a Lot shall be permitted to construct any Structure or improvement on such Lot, or grade such Lot, or permit such Lot to remain in or be placed in such condition that surface water on such Lot drains to any other Lot or the Common Area. Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner, occupant or any person retained by an Owner or occupant shall dump or otherwise dispose of grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any drainage ditch, storm sewer, or sanitary sewer within the Subdivision, as also required by City of Houston ordinances.

3.15 Exterior Lighting. No exterior lighting shall be permitted to shed light onto other Lots or into another House in such a manner that creates a nuisance/annoyance to an Owner or is offensive.

3.16 Sound Devices. No external horns, whistles, bells or other sound devices, except for security systems used exclusively to protect a House, shall be placed or used on any Lot or improvements. This section shall not preclude the use of outdoor speakers, stereos, home entertainment systems, or radios if the sound level is maintained at a reasonably low level with respect to Adjoining Lots. No sound devices shall be permitted in such a manner that create a nuisance/annoyance to an Owner or is offensive.

3.17 Leasing. No Lot may be leased for transient or hotel (as defined by Texas Tax Code) purposes. For purposes of this Section, a lease of a Lot for less than six (6) months is deemed to be the use of the Lot for transient or hotel purposes. Any rental of property that would subject the owner of a Lot to a Hotel Occupancy Tax under the Texas Tax Code is prohibited. Each lease must be for a term of at least six (6) months. A new lease for a term of at least six (6) months is required upon the expiration of a lease. However, the lease of a Lot on a month-to-month basis at the end of a lease of six (6) months or longer shall be permitted when the month-to-month lease is with the same Tenant. For purposes of this Section, "Tenant" means a person(s) who is authorized by a lease to occupy a Lot or any portion of a Lot in accordance with the definition of Family. Tenant includes any person(s) who occupies a Lot whether or not the person's name is on the lease. Only the entire Lot may be leased. The lease of a room(s) in the House, the garage, in any Ancillary Structure or

any other portion of a Lot is prohibited. Each Tenant is bound by and subject to all of the obligations under these Restrictions, Bylaws and the rules and regulations of the Association and all other properly adopted Association rules, regulations, and policies.

3.18 Play Equipment. No jungle gyms, play houses, swing sets or similar playground equipment shall be erected or installed on any Lot without the prior written approval of the ACC. These items shall be positioned on the Lot so as not to be visible from any Street. Play equipment must be placed in the rear yard of the Lot and must be located no closer to the side Lot Line than ten feet (10') and shall not exceed twelve feet (12') in height. All play equipment must be in compliance with applicable Setback Lines for said Lot.

3.19 Solar Panels & Generators. No solar panels or generators shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon without prior approval by the ACC. Standby electric generators may not be placed closer than three (3) feet from an Interior or rear Lot Line. The Board shall have the authority to adopt rules and regulations governing the location and installation of solar panels and generators on a Lot or any Structure thereon.

ARTICLE IV. RESTRICTIONS ON IMPROVEMENTS

4.1 Satellite Dishes and Antennas. No television radio or other electronic towers, aerials, antenna, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board is empowered to adopt rules governing the type of antenna that are permissible in the Subdivision and to establish reasonable, nondiscriminatory restrictions related to location and maintenance of antenna to the extent that receipt of each of an acceptable signal would not be impaired, and antenna permissible pursuant to the rules of the Board may only be installed in a side or rear yard location, not visible from the Street, and integrated with the dwelling and surrounding landscape. Antenna shall be installed in compliance with all state and local laws and 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 ACC may determine when a Structure and/or fence requires repair and a reasonable deadline for the Owner to conclude that repair.

4.2.1 Roofs. Unless otherwise approved by the ACC, the roof of all Structures on a Lot shall be covered with composition shingles, wood shingles, tile, or an engineered roof with a lifespan of twenty-five (25) years or better, or comparable to minimum

specifications designed by the Federal Housing Authority. The color and composition of roofing materials/shingles shall be subject to written approval by the ACC prior to installation, unless the Owner is replacing the roof with like for like.

4.2.2 Window Treatments. No window in any Structure that is visible from any other Lot or a Street may be covered with any aluminum foil or other reflective materials.

4.3 Fences. No fence or hedge in excess of three feet (3') feet in height shall be installed or maintained nearer to the front Lot Line than the building Setback Line adjacent to the walls of the House existing on such Lot or Plat. Except as noted herein, no side or rear fence or wall shall exceed eight feet (8'), nor shall be less than six feet (6') in height. No fences or walls shall be constructed and installed unless approved by the ACC. No chain link, chicken wire or other wire fence will be permitted on any Lot. Fences or walls which are on the perimeter boundaries of the Subdivision backing up to San Felipe, the railroad tracks, the eastern boundary of the Subdivision or Highland Village may be up to fifteen (15) feet in height.

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 two (2) feet by three (3) feet on each of two (2) sides.

4.5.2 A temporary garage/moving/rummage sale sign, not to exceed four (4) square feet on each of two (2) sides.

4.5.3 An Owner may display only one (1) political sign for each candidate or measure. Political signs may only be displayed on or after the 90th day before the date of the election to which the sign relates, or before the tenth (10th) day after the election date. Political signs may not exceed four (4) feet by six (6) feet.

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 ten (10) feet in height, do not exceed one hundred (100) square feet in floor space, are located at least five (5) feet from Lot Lines and are not used for living space. No tent, shack, or other structure of a temporary nature shall be placed upon a Lot, or any part of the

Subdivision without the express written consent of the Board. Party tents, or similar temporary structures, including temporary restroom facilities, may be erected for a limited period of time for specific events with prior written approval of the Board. Any temporary restroom facilities must be concealed by wood fencing on three sides, properly maintained and serviced, and contain no advertising, except for an emergency contact phone number. Such temporary restroom facilities must be placed as far from the Lot Lines and Street as possible.

4.8 Traffic Sight Areas. No landscaping, fence or Structure shall interfere with sight lines necessary for safe traffic flow.

4.9 Fees. The Association, acting through the Board of Directors, shall have the authority to adopt a schedule of fees to be paid by the applicant for any costs incurred by the Association relating to the review of proposed architectural changes, improvements and modifications submitted to the Association.

ARTICLE V. DIMENSIONS AND SETBACKS

5.1 Number of Structures. More than one (1) House and two (2) Accessory Structures are prohibited on a Lot.

5.1.1 Location of Residence. Except as may be authorized in writing by the ACC, no Structure shall be located nearer to the front Lot Line, nor nearer to any rear or side Lot Line than as permitted by the recorded Plat and as specified in Section 5.4 below, unless a Variance has been granted by the Board. All Structures shall be constructed on each Lot to front the Street upon which such Lot faces. If a question arises as to which Street a Lot faces, the Board may decide such question.

5.2 Height.

5.2.1 A House exceeding thirty-five (35) feet in height is prohibited.

5.2.2 A detached garage, exceeding twenty-five (25) feet in height is prohibited.

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

5.2.4 An Accessory Structure or other structure exceeding fifteen (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 not exceed the height of the House by more than three (3) feet.

5.3 Stories.

5.3.1 A House exceeding two (2) full stories and a third half-story contained within the Structure's roof line with floor area not exceeding sixty percent (60%) of the second story is prohibited.

5.3.2 A detached garage exceeding two (2) stories is prohibited.

5.3.3 An Accessory Structure or other Structure exceeding one (1) story is prohibited.

5.3.4 This section is subject to compliance with the height restrictions of Section 5.2.

5.4 Setbacks. Except as provided in Section 5.5 below, no portion of any 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 Adjoining Lots by that certain instrument recorded at Volume 2318, Page 625 of the Deed Records of Harris County, Texas. See setback chart attached hereto and incorporated by reference herein as Exhibit "A" for applicable setbacks on a per Lot basis.

For Structures other than a House, garage or outbuilding, the following setbacks shall be applicable:

5.4.1 HVAC equipment including air conditioning compressors: not closer than three (3) feet from an Interior or rear Lot Line;

5.4.2 Pool equipment: not closer than three (3) feet from an Interior or rear Lot Line;

5.4.3 Swimming pools: not closer than three (3) feet from the water edge from an Interior, side or rear Lot Line; and

5.4.4 Bay windows: not to exceed eight (8) feet in width.

As to any other Structure or item other than a House, garage or outbuilding not listed above, the Board may as part of its authority provide an interpretation as to such Structure and grant a written approval, denial or Variance to same.

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 eighteen (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; however, window units, and roof or wall type air conditioners that are visible from public view, or any Street or any Lot are expressly prohibited;

5.5.6 Chimneys, not exceeding two (2) feet in depth and eight (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 the footage specified in Exhibit "A" attached hereto for such Lot from the 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/Carports. No free-standing carports shall be constructed on any Lot; however, a porte cochere connecting the House and garage is permitted. All garages shall be enclosed by fully functional and operational garage doors. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the ACC, nor may the downstairs portion of any garage be diverted to any use other than the parking of vehicles and other generally accepted and customary uses of a garage. In particular, but not in limitation of the foregoing, no downstairs portion of any garage may be used as a residence, or for any similar use as living quarters.

5.8 Building Materials. Any Structure erected on a Lot shall be of new construction and built of quality materials. Used brick in good condition is allowed.

5.9 Exterior Materials. Exterior walls shall be made up of and contain brick, stone, wood or cement, except that the exterior front wall shall be made up of and contain only brick, stone or cement. No House shall have exterior wall construction which is other than what is required in the architectural guidelines. Any construction materials used other than brick, or masonry concrete, stone or other approved material must have ACC approval.

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. At least a majority of the square footage of the area of a Lot from the Street to the front Setback Line must consist of water permeable (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. Decorative pervious gravel, with the approval of the ACC, may be used to line a driveway or enhance a garden.

6.2 Driveways. Driveways may not exceed twenty (20) 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 shall be a minimum of four (4) feet and may not exceed five (5) feet in width and shall be constructed of brick, stone, or concrete materials only. Sidewalks shall be maintained/ repaired by the Owner of the Lot where the sidewalk is located and shall not present a walking hazard to those with walkers or baby carriages.

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.

6.5 Landscaping on San Felipe. Owners of Lots backing up to San Felipe shall ensure that the northernmost strip of their Lot, generally beyond the back fence, is tidy and well maintained.

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 other 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 Adjoining Lots by a temporary construction fence (if there is no current fencing). Such fencing shall be normally used construction chain link with well maintained green screen material and capable of being securely locked during non-construction hours. Construction activities shall be pursued diligently. New construction (including additions) must be completed within eighteen (18) 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. Except for emergency repairs, no external construction shall be permitted on weekends unless otherwise approved by the Board. No advertising shall be permitted to be placed on a fence, but construction signage must be placed on the temporary fence containing the company name, contact and phone number.

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 other Owners. Any demolition shall be completed within seven (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 Adjoining 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 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. The Association may exercise any right or privilege given to it expressly by the provisions of these Restrictions or its Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in these Restrictions, Articles of Incorporation, Bylaws or applicable law specifically requires a vote of the membership. If notice and an opportunity to be heard are given as provided by law, the Association is entitled to impose reasonable fines for violations of the provisions in these Restrictions or any other governing document of the Association and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions in these Restrictions or any other governing document of the Association. Such fines, fees and costs will be added to the Owner's assessment account, secured by the lien established in Article IX of these Restrictions, and collected in the manner provided in Article IX of these Restrictions. In the event any one or more persons, firms, corporations or other entities violate or attempt to violate any of the provisions in these Restrictions or any other governing document of the Association, each Owner, lessee or other occupant of a Lot within the Subdivision may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration, or mediation in matters pertaining to (a) Common Areas or other areas in which the Association has or assumes responsibility pursuant to the provisions of these Restrictions, (b) enforcement of these Restrictions and other governing documents of the Association or (c) any other civil claim or action pertaining to, in whole or in part,

the Subdivision or any Lot or portion thereof. However, no provision in these Restrictions or the Articles of Incorporation or Bylaws will be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

The Board of Directors has the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and the Board's determination will be conclusive and binding on all parties. In the event the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by these Restrictions and such failure continues after ten (10) days written notice from the Association, or such longer period, if required by law, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and cause the Lot to be mowed, edged and cleaned, cause the landscaping beds to be weeded and cleaned, cause shrubs and trees to be trimmed or pruned, cause dead or diseased shrubs or trees to be removed, and to do every other thing necessary to secure compliance with these Restrictions, and may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase or occupancy of such Lot to pay such charge, plus twenty percent (20%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges is secured by the lien created in Article IX of these Restrictions. Interest thereon at the rate of ten percent (10%) per annum will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

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 two (2) Owners shall have no vote. Multiple Lots used for one (1) building site shall have one (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. Votes may be cast by absentee ballot, or written proxy in accordance with the Texas Property Code, but can be effective only for the specified meeting to which the absentee ballot or written proxy applies, may not be effective for a period exceeding six (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 as long as 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.

Within thirty (30) days of the purchase of a Lot in the Subdivision, Owners must provide the Board with the Owners' name, mailing address, email address and contact telephone number to enable

communication, notices and voting by that Owner after the closing date. It is the Owners' obligation to keep that contact information updated with any changes. All notices provided by the Board to the Owners using that information will be effective notice.

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 annual assessment is \$2,160.00 per Lot as of the Effective Date. The annual assessment may be changed by the Board from year to year. The amount of the annual assessment shall not increase more than ten percent (10%) per year without an affirmative vote of a majority of the Owners in attendance in person, by proxy, by power of attorney or by absentee ballot, 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 1st of each year for the following calendar year. Assessments shall be uniform for all Lots.

9.3 Special Assessments. The Association may levy additional special 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 Directors, after taking into account the amount in the reserve assessments fund, and then by a majority of the Owners in attendance in person, by proxy, by power of attorney or by absentee ballot, at a meeting of the Association at which at least twenty-five percent (25%) of the Owners are represented, called for the specific 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 provided to all Owners in accordance with Section 13.10.

9.4 Alternative Authorization of Assessments. In lieu of a formal meeting, the Association may in an emergency situation 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 with appropriate notice of at least five (5) days.

9.5 Reserve Assessments. Upon each sale of a Lot, the purchaser of a Lot is required to pay to the Association a reserve assessment in a sum equal to double the amount of the annual assessment in effect as of the date of closing on the sale of such Lot. The reserve assessment only applies to the sale of a Lot to a third party and shall not apply to the transfer of an ownership interest of a Lot as a result of a divorce, an inheritance, a transfer to a trust and/or for estate planning purposes to a Family member. The reserve assessment is due and payable on the date the deed conveying the Lot to the purchaser is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed. Payment of the reserve assessment will be in default if the reserve assessment is not paid on or before the due date for such payment. Reserve assessments in default will bear interest at the rate of ten percent (10%) per annum or the maximum, non-usurious rate, whichever is less, from the due date until paid. The Board in its sole discretion may determine whether and in what proportions reserve assessments collected by the Association are to be used for operating costs or deposited into a reserve account established and maintained by the Association for capital improvements and/or the repair or refurbishment of the Common Area. No reserve assessment paid by an Owner will be refunded to the Owner by the Association. The Association may enforce payment of the reserve assessment in the same manner which the Association may enforce payment of annual assessments and special assessments pursuant to this Article IX.

9.6 Due Date for Annual and Special Assessments. Annual assessments are due by February 1 of each year. Special assessments described in Section 9.3 shall be due as determined by the Board or as set forth in the Resolution of the Owners approving the special assessment, but the due date shall not be less than sixty (60) days from the effective date of the written notice thereof. In the event of a demonstration of hardship, an Owner may apply to the Board for an extension and payment plan.

9.7 Personal Liability for Assessments. All annual assessments, special assessments and reserve 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 10% 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 extent 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 assessments, special assessments and reserve assessments including all costs, including attorney's fees, in collecting past due assessments and fines (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 forty (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 ninety percent (90%) of the Lots recorded in the Real Property Records. The termination shall be effective upon filing.

10.3 Extension. The Restrictions shall automatically renew for successive terms of 10 years each, unless the Owners of at least seventy-five percent (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. 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 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 XI. VARIANCE

11.1 Variances. 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 at least fifteen (15) days written notice of the proposed Variance to the Adjoining Lot Owners and affords the Adjoining 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 Owners, particularly Adjoining Lot Owners, will be adversely affected in any material way. 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 a 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 precedent and shall not be binding upon the Board or any successor Board in any other circumstance to another Owner, whether similar or dissimilar.

Failure of the Board to respond to a Variance request within forty-five (45) 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, landscaping or use of a Lot in violation of the Restrictions as of the Effective Date of the Restrictions is considered nonconforming. Nonconforming Lots, Structures, landscaping and uses shall not include any Lot, Structure, landscaping or use which violated the Original Restrictions, or any amendments thereto, or any applicable laws, ordinances or regulations on or before the Effective Date, unless the nonconforming use is presently the subject of litigation or a pending complaint to the City of Houston. Structural and landscaping nonconformities are grandfathered and may continue in legal existence with the limitations in the paragraph below.

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 or landscaping is destroyed. A nonconformity loses its legal status at such time as the Lot, Structure, landscaping or use comes into compliance with the Restrictions and thereafter, the nonconformity may not resume. Any nonconformity is deemed abandoned after ninety (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 the Owner of such Lot, Adjoining Lot Owners and other interested 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 inure 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 Mortgagees. No violation of the Restrictions shall invalidate the lien of any mortgagee made in good faith and for value.

13.6 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.

13.7 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.

13.8 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.

13.9 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 by other provisions herein. (For example, the fence height restrictions vary by Lot location.) The use, item, activity or Structure prohibited shall include all variations, evolutions, substitutions, replacements, successors or analogous uses, items, activities or Structures, so as 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.

13.10. Notices. Any notice to an Owner may be provided by certified mail, return receipt requested, addressed to Owner at the Lot and shall be effective when deposited in the United States mail, postage prepaid, emailed if Owner has given consent to that form of delivery, 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).

13.11. Restatement. These Amended & Restated Restrictions shall amend, restate and replace the Original Restrictions and the First Amended Restrictions on the Subdivision.

IN WITNESS WHEREOF, pursuant to the authority in §209.0041(h) of the Texas Property Code, these Amended & Restated Restrictions have been approved by the members of the Association entitled to cast at least a simple majority of the votes in the Association.

IN WITNESS WHEREOF, these Amended & Restated Restrictions for OEHA, Inc. are executed as of the 23 day of May, 2024.

OEHA, Inc., a Texas non-profit corporation

By: Douglas Richnow

Printed Name: DOUGLAS RICHNOW

Title: PRESIDENT, OEHA

STATE OF TEXAS

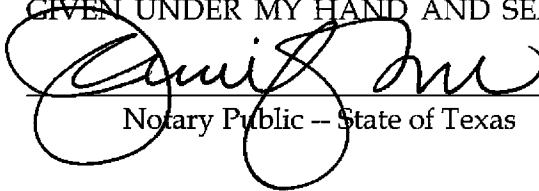
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COUNTY OF HARRIS

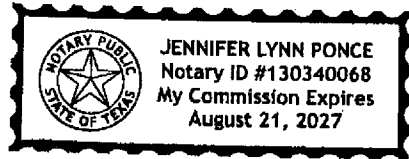
RP-2024-199780

BEFORE ME, the undersigned authority, on this day personally appeared Douglas Richnow, President of OEHA, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he/she executed the same for the purposes expressed and in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of May, 2024.

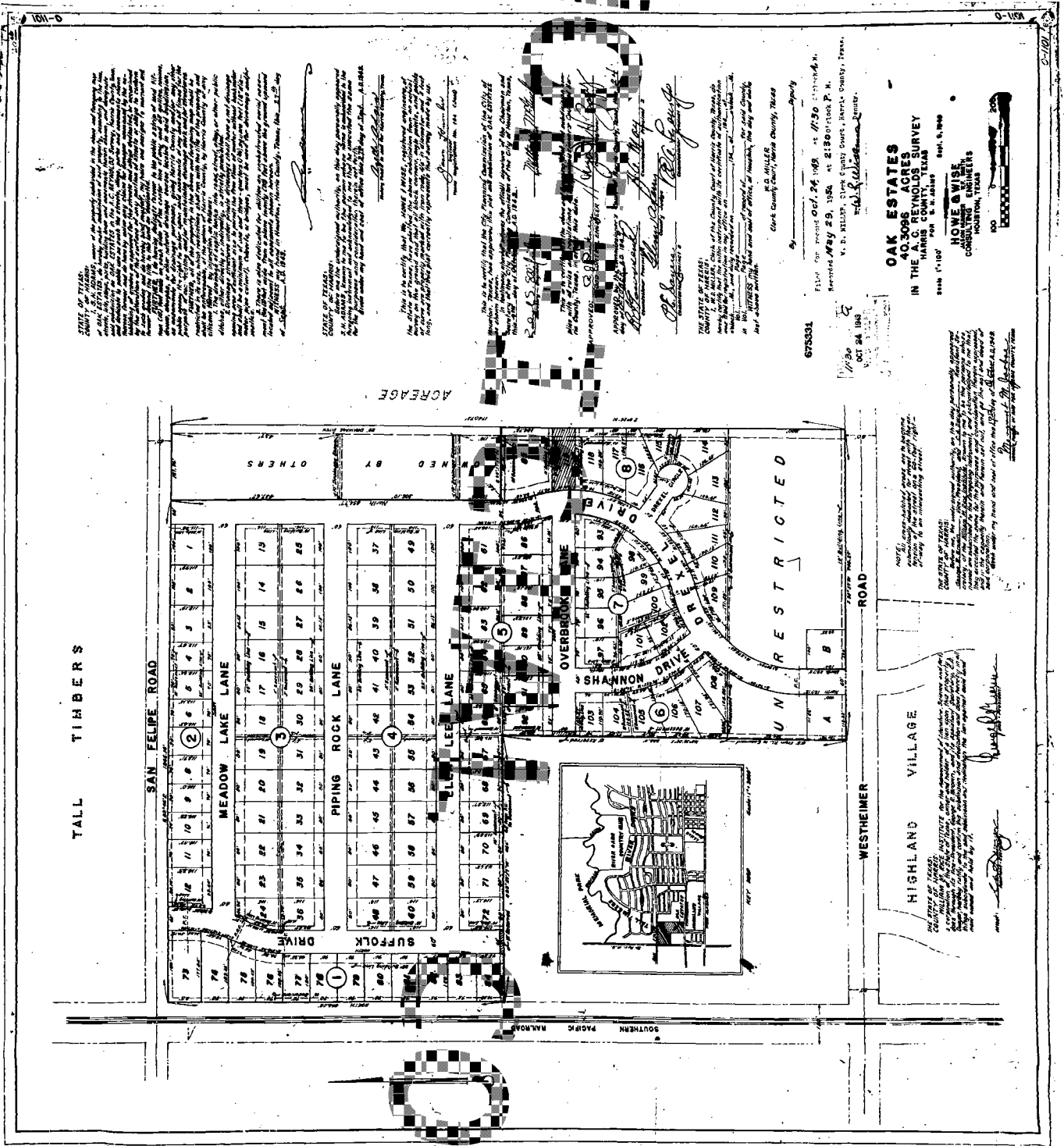


Notary Public -- State of Texas



RP-2024-199780

EXHIBIT "A"



STATE OF TEXAS
COUNTY OF HARRIS
I, Clerk of the County, do hereby certify that the within and foregoing plat of land, together with the accompanying survey, was filed for record in my office on the 29th day of October, 1958, at 1:30 o'clock P. M., and that the same was duly recorded in my office on the 29th day of October, 1958, at 2:30 o'clock P. M.

WITNESSES MY HAND AND SEAL OF OFFICE, IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Houston, Texas, this 29th day of October, 1958.

W. D. MILLER
Clerk County Court, Harris County, Texas

THIS IS TO CERTIFY THAT THE HARRIS COUNTY, TEXAS, PLAT OF LAND, TOGETHER WITH THE ACCOMPANYING SURVEY, WAS FILED FOR RECORD IN MY OFFICE ON THE 29TH DAY OF OCTOBER, 1958, AT 1:30 O'CLOCK P. M., AND THAT THE SAME WAS DULY RECORDED IN MY OFFICE ON THE 29TH DAY OF OCTOBER, 1958, AT 2:30 O'CLOCK P. M.

WITNESSES MY HAND AND SEAL OF OFFICE, IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Houston, Texas, this 29th day of October, 1958.

W. D. MILLER
Clerk County Court, Harris County, Texas

675531
OCT 24 1958

FILED FOR RECORD OCT. 24 1958 AT 1:30 P.M.
RECORDED OCT. 29 1958 AT 2:30 O'CLOCK P. M.
W. D. MILLER, CLERK COUNTY COURT, HARRIS COUNTY, TEXAS.

OAK ESTATES
40.3096 ACRES
IN THE A. C. REYNOLDS SURVEY
HARRIS COUNTY, TEXAS
RECORD 11107
FOR E. S. JOHNS
HOU. S. 1000
HOUSTON, TEXAS

HOME WISE
A. C. REYNOLDS
HOUSTON, TEXAS

TALL TIMBERS
SAN FELIPE ROAD
MEADOW LAKE LANE
PIPING ROCK LANE
LEE LANE
OVERBROOK LANE
SHANNON DRIVE
UNRESTRICTED
WESTHEIMER ROAD
HIGHLAND VILLAGE

ACREAGE
NEED BY
OTHERS

NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR. THIS SURVEY IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

STATE OF TEXAS
COUNTY OF HARRIS
I, Surveyor, do hereby certify that the within and foregoing plat of land, together with the accompanying survey, was filed for record in my office on the 29th day of October, 1958, at 1:30 o'clock P. M., and that the same was duly recorded in my office on the 29th day of October, 1958, at 2:30 o'clock P. M.

WITNESSES MY HAND AND SEAL OF OFFICE, IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Houston, Texas, this 29th day of October, 1958.

W. D. MILLER
Surveyor, Harris County, Texas

STATE OF TEXAS,
 County of Harris, Surveyor of the property contained in the above and foregoing plat.

Know all men by these presents that the undersigned authority, on this day personally appearing before me and acknowledging to me that he executed the same for the purposes and consideration therein expressed, and that he executed the same under my hand and seal of office this 22nd day of Nov. A.D. 1950.

[Signature]
 Surveyor

STATE OF TEXAS,
 County of Harris.

Know all men by these presents that the undersigned authority, on this day personally appearing before me and acknowledging to me that he executed the same for the purposes and consideration therein expressed, and that he executed the same under my hand and seal of office this 22nd day of Nov. A.D. 1950.

[Signature]
 Surveyor

This is to certify that the HOME REVERSE acquired easements of the State of Texas, which are shown on the above plat, were duly recorded in the public records of Harris County, Texas, on the 22nd day of November, 1950, and that the same were duly recorded in the public records of Harris County, Texas, on the 22nd day of November, 1950.

The undersigned authority, on this day personally appearing before me and acknowledging to me that he executed the same for the purposes and consideration therein expressed, and that he executed the same under my hand and seal of office this 22nd day of Nov. A.D. 1950.

[Signature]
 Surveyor

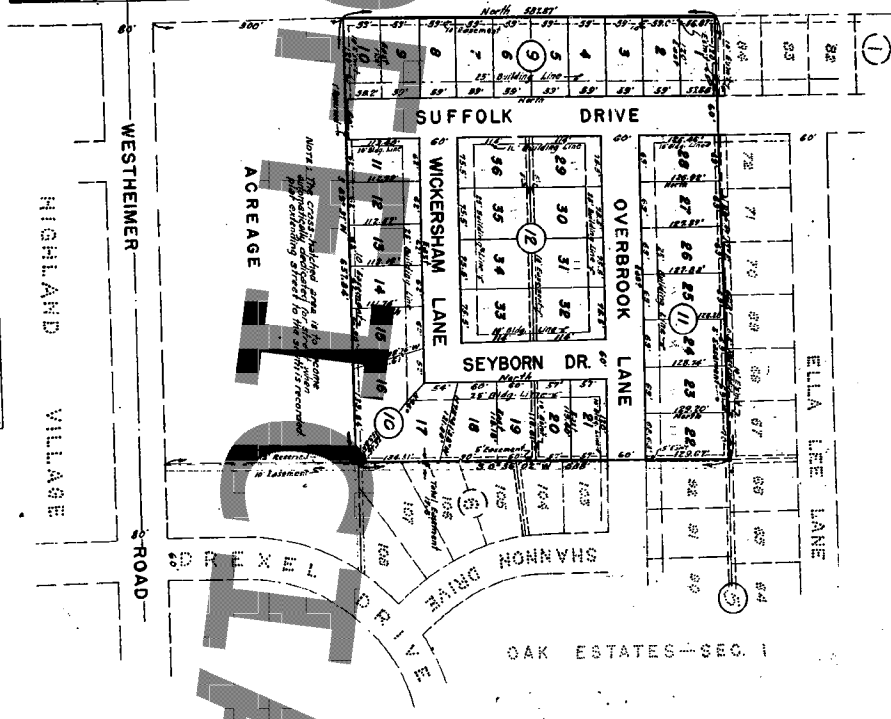
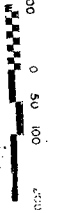
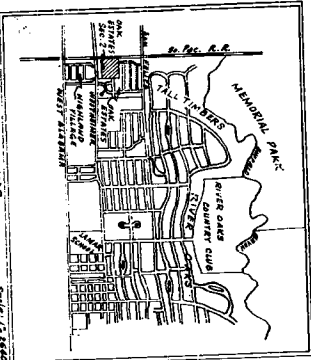
W. B. MILLER
 Clerk County Court, Harris County, Texas

by _____ Deputy

OAK ESTATES - SEC. 2
 9.8542 ACRES
 A. C. REYNOLDS SURVEY
 IN THE HARRIS COUNTY TEXAS
 FOR S. N. ADAMS
 NOV 22, 1950

HOME & WISE
 CONSULTING ENGINEERS
 HOUSTON, TEXAS

FILED FOR RECORD Dec 18, 1950 BY 10235 JAMES A. W.
 RECORDED MAY 22 1951 BY 1725 G. W. R. W.
 H. D. KELLEY, Clerk County Court, Harris County, Texas



RP-2024-199780
Pages 26
06/03/2024 12:26 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$121.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2024-199780