OR 101

(THE STATE OF TEXAS)
(COUNTY OF HARRIS)

SECTION I

WHEREAS, Windsor Village, Inc., a Texas Corporation, is the owner of that certain tract or parcel of land out of the John W. Stamps Survey, in Harris County, Texas, being that certain 44.412 acres described and included in the Subdivision Plat of Windsor Village Section One which was filed for record in the Office of the County Clerk of Harris County, Texas, on October 13, 1955, under County Clerk's File No. 1501305, reference being here made to said Subdivision Plat of Windsor Village Section One and the record thereof for all purposes and for a complete description of the 44.412 acres affected by this instrument; and

WHEREAS, Helen B. McKinstry, a feme sole, is the owner and holder of a vendor's lien and deed of trust lien covering and affecting all of the above identified 44.412 acres, with other lands in Harris County, Texas, said vendor's lien being reserved in deed from Helen B. McKinstry to Windsor Village, Inc., dated March 31, 1955, recorded in Volume 2926, page 424, Deed Records, Harris County, Texas, and said deed of trust lien being created under and by virtue of deed of trust from Windsor Village, Inc., to The National Bank of Commerce of Houston, Trustee, for the use and benefit of Helen B. McKinstry, dated March 21, 1955, recorded in Volume 2498, page 570, Deed of Trust Records, Harris County, Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, WINDSOR VILLAGE, INC., as owner of the above described lands, and Helen B. McKinstry, as owner and holder of a vendor's lien and deed of trust lien upon said lands (acting herein by and through her duly authorized agent and attorney-in-fact, The National Bank of Commerce of Houston, Trustee), do hereby dedicate the streets, avenues, drives and parkways shown on said map or plat of Windsor Village Section One, for use by the public as such, reserving the right to Windsor Village, Inc., its successors and assigns to at any time use the same for installation, maintenance, repairs and renewal of any and all public utilities, and agree that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

DEFINITIONS

The word "STREET" as used herein shall include any street, drive, boulevard, road, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

A "CORNER LOT" is one that abuts on more than one street. Any lot, except a corner, is deemed to front on the street upon which it abuts. A Corner Lot shall be deemed to front on the street designated by the Architectural Committee as hereinafter provided.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said Addition as a restricted subdivision, the following restrictions upon the use of the lands included in said Windsor Village Section One are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of Windsor Village, Inc., its successors and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though incorporated fully therein. Further, these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said Windsor Village Section One as shown by said plat and referred to herein, and

same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of Windsor Village Inc., and Helen B. McKinstry, and their respective heirs., administrators, executors and successors and all subsequent purchasers of said property, and each such purchaser by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions and by the terms of this instrument as hereinafter set forth.

USE OF LAND - GENERAL

(a) Except as herein noted, no lots shall be used for anything other than residential purposes.

(b) No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

(c) No animals, livestock or poultry of any kind shall be raised bred or kept on any residential lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(d) No noxious or offensive trade or activity shall be carried on upon any lot (including both residential lots and unrestricted areas as herein defined) nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on any residential lot, or any part thereof, nor shall any part of said Windsor Village Section One (including both residential lots and unrestricted areas, as herein defined) be used for illegal or immoral purposes.

ARCHITECTURAL AND OTHER SPECIFIC RESTRICTIONS

No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereon after original construction, on any lot or homesite in Windsor Village Section One (including both residential lots and unrestricted areas, as herein defined) until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved (as provided hereinafter) by the Architectural Committee as hereinafter constituted. Such approval is to include quality of workmanship and materials, harmony of external design with existing structures, location with respect too topography and finish grade elevation and the colors to be applied on the exterior of the structure, and such approval is to be based on the applicable requirements and restrictions set out herein. (Provided that only those restrictions expressly stated to be app[applicable to "unrestricted areas" are applicable to the unrestricted tracts hereinafter identified.)

(a) The right to erect or place a dwelling upon a building site consisting of less than an entire residential lot as shown on the subdivision plat of Windsor Village Section One shall be limited to those instances in which such partial lot constituting such building site has a frontage width at the minimum building setback line of at least sixty-two (62) feet and a square footage area of at least 6500 square feet. This provision shall not, in any event, however, be construed as limiting the right of any owner of an entire residential lot as shown on said subdivision plat to build a dwelling upon said lot

or upon a building site consisting of said entire lot and any adjoining lands held as part of the same building site.

(b) All lots in the tract shall be known and described as residential lots except those certain lots or reserved acreage tracts designated as Unrestricted Area No.1, Unrestricted Area No. 2, and Unrestricted Area No. 3, respectively, upon the map of Windsor Village Section One, filed in Harris County Clerk's office, on the 13th day of October,, 1955, County Clerk's File No. 1501305.

The "Unrestricted Area No. 1", "Unrestricted Area No. and "Unrestricted Area No. 3" tracts shown on said recorded plat shall be subject to only those restrictions set out herein specifically providing that they are applicable to "unrestricted areas", and none of the other architectural restrictions or restrictions as to use contained in this instrument shall be applicable to any part of such unrestricted tracts.

(c) No structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a garage.

(d) No structure shall be moved on to any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other out-building erected on any residential lot shall at any time be used as a residence, except as provided in paragraph (f) below, nor shall any residence of a temporary character be permitted.

No temporary building shall be erected or maintained on any residential lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(f) No garage apartment for rental purposes shall be permitted on any residential lot. Living quarters on property other than in main building on any residential lot may be used for bona fide servants only.

(g) All improvements shall be constructed on all residential lots so as to front the street upon which such lot faces.

(h) The Architectural Control Committee reserves the right to designate the direction in which the improvements on any corner lot (including both residential lots and unrestricted areas, as herein defined) shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate section.

(i) Dwellings on corner residential lots shall have a presentable frontage on all streets on which that particular lot fronts.

(j) The unrestricted areas hereinabove identified (including """Unrestricted Area No. 1"', "Unrestricted Area No. 2", and "Unrestricted Area No. 3") shall be restricted to business uses for retail businesses, banks, professional or business offices of office buildings and/or service businesses, provided that nothing herein contained shall be construed to prohibit the use of the "Unrestricted Area No. 3" shown on the subdivision plat of Windsor Village Section One as a site for the location of water wells and/or water plant and related facilities to be operated by any Water Control District authorized by law to function in n such area, or by any public or privately owned utility company, for the purpose of supplying or furnishing water to surrounding areas.

(k) No residence shall be constructed on any residential lot or building site in this Subdivision with less than One Thousand One Hundred (1,100) square feet of ground floor area exclusive of porches and garage.

(l) No residence shall be constructed on any residential lot or building site in this Subdivision with the exterior walls of said residence containing less than one hundred (100) square feet of exterior surface area of brick, stone, tile or masonry, or brick, stone, tile or masonry veneer, said brick, stone, tile or masonry or brick, stone,, time or masonry veneer, to be of a type, quality and color approved by the Architectural Committee as herein provided, and to cover or comprise such portion or portions of said exterior walls as may be approved by such Architectural Committee.

(m) Subject to the qualification set out hereinafter, the building lines of any residence to be erected upon the above described residential lots shall be:

(1) Front building line - as shown on the subdivision plat of Windsor Village Section One.

(2) Rear building line - not less than twenty-five (25) feet from the rear property line.

(3) Side building lines - not less than five (5) feet from the side property lines; provided that the "side property lines: herein referred to shall be deemed to be the actual side property lines of the building site upon which any residence is to bee erected, without regard to the side lines of any subdivided lot shown on the subdivision plat and included in said building site; and provided further that when any side property line of any building site faces and is immediately adjacent to any street shown on the subdivision plat of Windsor Village Section One, the particular side building line adjacent to said street shall be not less than ten (10) feet from the right-of-way line of said street.

Provided further, however, that in the event the map or plat of Windsor Village Section One expressly prescribes A different rear or side building line than is set out hereinabove, the particular rear or side building line or lines prescribed in said map or plat shall control over the herinabove stated rear or side building line.

(n) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner residential lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any such residential lot within ten (10) feet from the intersection of a street property line which the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(o) No radio or television aerial wires shall be maintained on any portion of any residential lot forward of the front building line of said lot.

(p) No detached garage, servant's house or other outbuilding of any kind shall be erected on any residential lot nearer than sixty-five (65) feet to the front property line, nor nearer than five (5) feet to either side property line, nor nearer than the easement on the rear or side property line of said lot.

This does not apply to garage and servant's quarters when attached to the main residence, but any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted, on any residential lot or unrestricted area.

No outbuildings on any residential lot shall exceed in height the dwelling to which they are appurtenant.

Every such outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

(q) No building of frame construction on the exterior of any kind or character shall be erected on any residential lot unless the exterior of same (with the exception of the roof) at the time of construction shall receive at least two coats of paint.

(r) No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed inn tithe street or between the pavement and property line.

(s) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected on any residential lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the residential lot on which construction is in progress, and at the completion of such improvements, such material must be immediately removed from the property. As to unrestricted areas as herein defined, all stumps, trees, underbrush and any refuse of any kind and scrap material from any improvements erected thereon, must be immediately removed from the property upon completion of such improvements.

(t) No oil drilling, oil development operations,, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in n boring for oil or natural gas , shall be erected, maintained or permitted upon any lot. This restriction shall be applicable to both residential lots and unrestricted areas as herein defined, provided that nothing herein shall be construed to prohibit the installation and maintenance of oil or gasoline tanks on any unrestricted area as herein defined, incident to the operation of any garage or service station business.

ARCHITECTURAL COMMITTEE

The Corporation hereby designates and appoints L. W. Prokop, Lee Blocker, and W. W. Crochet, all of Houston, Harris County, Texas, as the Architectural Committee, which Committee, and its successors, are hereby vested with the full right and authority to act as such under the provisions of these restrictions. A majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member or members of the Committee, the remaining member or members shall have the full right and authority to designate a successor member or members. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The

powers and duties of the Committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created. At any time, the then record owners of a majority of the lots in Windsor Village Section One (as shown on the subdivision plat of said Windsor Village Section One) shall have the power through a duly recorded written instrument to change the membership of the Architectural Committee or to withdraw from the Committee or restore to it any of its powers and duties. Amy such instrument affecting said Committee shall show the property owned by each owner signing same, and in case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

The Architectural Committee's approval or disapproval as required in these restrictions shall be in writing. In the event such Committee, or its designated representative, fails to approve or disapprove any design or location within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such altercations as been commenced prior to the completion thereof, such approval will not be required and the related covenants and restrictions set out herein shall be deemed to have been fully complied with.

DURATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then record owners of a majority of the lots in Windsor Village Section One has been recorded, agreeing to change said covenants in whole or in part.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon Windsor Village, Inc., and Helen B. McKinstry, and their respective heirs, successors and assigns and all parties claiming by, through or under them, or any of them, and all subsequent property owners in said Subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions; provided, however, that no such person or Corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any one of these covenants by judgment or court order will in no wise affect any of the other provisions which shall remain in full force and effect.

Windsor Village, Inc., its successors and assigns, shall have the right to enforce observance and performance of such restriction covenants and conditions, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right inn addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyances of lots and dedication of streets in said Subdivision shall be subject to dedicated easements and rights of way shown on the map or plat of Windsor Village Section One, filed on the 13th day of October, 1955, County Clerk's File No. 1501305, Harris County, Texas, and to any utility easements over, under, along and across such portions of each lot, as are reflected on said map or plat, for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any one or all off the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies the easements for down guy anchors and push braces adjacent to the dedicated utility easements, as shown on the map of said Subdivision. There is also reserved and dedicated herewith for the use of all public utility companies an unobstructed aerial easement five (55) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to all dedicated utility easements as shown on the map of said Subdivision.

In connection with the easements and rights-of-way reflected no the recorded subdivision plat of said Windsor Village Section One, express mention is, however, made of the fact that by Partial Release and Agreement dated November 23, 1955, executed by and between Humble Pipe Line Company and Windsor Village, Inc., the forty (40) foot "Humble Oil Co. Pipeline Easement" shown on said subdivision plat, running across the lands included in said Windsor Village Section One (and other lands)has been reduced in size and restricted to a relocated thirty (30)foot easement strip running along the same general course as the forty (40) foot "Humble Oil Col. Pipeline Easement" shown on said subdivision plat, as is more fully set out in the detailed metes and bounds description of said relocated thirty (30) foot easement strip contained in said Partial Release and Agreement, which was filed for record in the Office of the County Clerk of Harris County, Texas, on December 21, 19955, under Clerk's File No. 1531849, reference being here made to said Partial Release and Agreement and the record thereof for all purposes. The dedications off easements and rights-of-way hereinabove set out are expressly made subject to the terms of said Partial Release and Agreement, and nothing herein contained shall be construed as dedicating any portion of the forty (40) foot "Humble Oil Co. Pipeline Easement" shown on the recorded plat of Windsor Village Section One for pipeline easement purposes, except with respect to only that portion of such forty (40)foot "Humble Oil Co. Pipeline Easement" strip which is included with the relocated thirty (30)foot pipeline easement described in the above identified Partial Release and Agreement. Further, for the purposes of these restrictions, the various portions of said original forty (4)foot "Humble Oil Co. Pipeline Easement" shown on such recorded plat which are not included in the said relocated thirty (30) foot pipeline easement 1, shall to the

extent applicable, be considered as parts of the respective lots adjoining said original forty (40) foot pipeline easement shown on said plat, between extensions of the abutting lines of each of said respective lots, running from the former right-of-way line of said forty (40) foot pipeline easement to the corresponding right-of-way line of the existing relocated thirty (30) foot pipeline easement, above described. For the purposes of the building and setback line restrictions and minimum building site area restrictions set out herein, it shall be deemed that each of said adjoining lots contain, as a part thereof, the respective portion of said original forty (40) foot pipeline easement, if any, added to such lot under the terms of the last preceding sentence, and that the respective side and/or back property lines of each of said lots is located along the applicable existing right-of-way line of said relocated thirty (30) foot pipeline easement, above described.

This instrument of dedication relates to and affects the 44.412 acres included within the limits of Windsor Village Section One as shown on the recorded map or plat thereof and shall not affect other property not included within the said Windsor Village Section One.

The execution hereof by The National Bank of Commerce of Houston, Trustee, as agent and attorney-in-fact for said Helen B. McKinstry, lienholder, is in exercise of its powers and rights created in deed from Helen B. McKinstry to Windsor Village, Inc., dated March 31, 1955, recorded in Volume 2926, Page 424, Deed Records, Harris County, Texas, and covers, includes and pertains to the vendor's lien retained by Helen B. McKinstry in said deed and to the lien of that certain deed of trust of even date with said deed from Windsor Village, Inc., to The National Bank of Commerce of Houston, trustee, for the use and benefit of Helen B. McKinstry, more fully hereinabove described; and said The National Bank of Commerce, Houston, Trustee, hereby represents and certified that it is, at the present time, acting and serving in the capacity of Trustee under said Deed of Trust.

IN TESTIMONY WHEREOF, WINDSOR VILLAGE, INC., has caused these presents to be executed by these Presents, thereunto authorized, attested by its Secretary, and its common seal hereunto affixed; and The National Bank of Commerce of Houston, Trustee, agent and attorney-in-fact of and for Helen B. McKinstry, lienholder as afore said, has caused these presents to be executed by its Vice-president, thereunto authorized, attested by its Assistant Cashier, and its common seal hereunto affixed, this 21st day of December, 1955.

WINDSOR VILLAGE, INC.
By /s/L. W. Prokop
President

ATTEST:
/s/Wm.B. Rubey
Secretary
ATTEST:
/s/W. M. Saad
Assistant Cashier

Helen B. McKinstry, feme sole,
by her Agent and Attorney-In-Fact,
The National Bank of Commerce of
Houston, Trustee
By/s/ A. W. Robbins
Vice President - Trust Officer

THE STATE OF TEXAS)
COUNTY OF HARRIS)
BEFORE ME, the undersigned authority, on this day personally appeared L. W. Prokop, President of Windsor Village, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of said corporation and in the capacity therein set forth.

Given under my hand and seal of office this 21st day of December, 1955.

(SEAL)

/s/Elaine E. Dippel
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared A. W. Robbins, Trust Officer, Vice-President, of the National Bank of Commerce of Houston, Trustee, a national bank corporation, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth, and as the act and deed of said The National Bank of Commerce of Houston, Trustee, as agent and attorney-in-fact of and for Helen B. McKinstry, as therein set out.

/s/ Lena Martin
Notary Public in and for
Harris County, Texas

Filed for record 12-29-55
Recorded Book 3078, page 5523
Deed Records of Harris County
Ho. 1534727

Y653696
08/01/05 300666081 $55.00

Amend

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SG

SECOND AMENDMENT TO WINDSOR VILLAGE SECTION ONE DEED RESTRICTIONS

This Second Amendment (the "Amendment") to Windsor Village Section One Deed Restrictions is effective when recorded (the "Filing Date"), at Harris County, Texas, by the record owners of a majority of the lots in Windsor Village Section One subdivision, the plat of which was filed for record in the Office of the County Clerk of Harris County, Texas, on October 13, 1955, under County Clerk's File No. 1501305 in Volume 50, Page 48, of the Map Records of Harris County, Texas ("Subdivision"), to modify the Windsor Village Section One Deed Restrictions filed in Volume 3078, Page 5523, of the Deed Records of Harris County, Texas at County Clerk's File No. 1534727 on December 29, 1955, by Windsor Village, Inc. (the "Deed Restrictions).

A: The Deed Restrictions provide that the covenants, conditions and restrictions of the Subdivision may be changed in whole or in part by a duly recorded instrument signed by the record owners of a majority of the lots in the Subdivision;

B: There are 127 lots (each a "Lot") in the Subdivision and this instrument is signed by the record owners of a majority of those Lots (the "Majority Owners");

C: The Majority Owners desire to waive any violations of the Deed Restrictions under the section entitled "Architectural And Other Specific Restrictions" (including but not limited to paragraphs (c), (e) (m) and (p)) on the Lots listed in Exhibit A hereto (the "Waiver Lots") solely with respect to any attached or detached garage, carport, shed or outbuilding (each such structure, a "Structure") that existed on or before May 1, 2004 and to amend the Deed Restrictions such that the specifically referenced paragraphs of the Deed Restrictions will not apply to any violations of such Structures that existed on or before May 1, 2004 on a Waiver Lot;

D: This general plan will benefit the Subdivision in general, the parcels and lots that constitute the Subdivision, all the owners of property in the Subdivision, and each successive owner of an interest in the Subdivision.

NOW, THEREFORE, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, we, the Majority Owners, do hereby waive any violations of the Deed Restrictions on the Waiver Lots solely with respect to any Structure that existed on or before May 1, 2004 and do hereby amend the Deed Restrictions by adopting the following Amendment, which shall be binding on all Lots in the Subdivision.

1. Amendment to Paragraph (m). The following paragraph shall be inserted at the end of paragraph (m) of the Deed Restrictions:

> Notwithstanding other provisions of the section of these deed restrictions entitled "Architectural And Other Specific Restrictions", these deed restrictions shall not require the removal of an attached or detached garage, carport, shed or outbuilding (each such structure, a "Structure") that existed on the lots listed in Exhibit A ("Waiver Lots") on or before May 1, 2004. Specifically, no one may enforce the restrictions of paragraphs (c), (e), (m) and (p) under the referenced section against the owners of such Waiver Lots solely with respect to any Structure that existed on or before May 1, 2004.
>
> Notwithstanding the foregoing, this Amendment shall not be considered a waiver of any other violation of the deed restrictions that is found on any lot in Windsor Village Section 1, including any violation on a Waiver Lot where a Structure was not in

RP 009-21-2293

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 9/19/2013
Stan Stanart, County Clerk
Harris County, Texas

Clinton Loomer Deputy

COUNTY COURT OF HARRIS COUNTY, TEXAS

existence until after May 1, 2004 or where the violation as to the Structure arose after May 1, 2004. Any Structure on a Waiver Lot that existed on or before May 1, 2004 may be maintained, repaired or cosmetically remodeled, but may not be (1) structurally enhanced, (2) expanded or (3) reconstructed after a casualty loss where over 75% of the value of the nonconforming Structure is destroyed. A nonconformity loses its legal status at such time as the Structure or use comes into compliance with the deed restrictions and thereafter, the nonconformity may not resume. Any nonconformity is deemed abandoned if the residence on the particular Waiver Lot is vacant for 90 days without any ongoing attempt to rent or sell it.

3. Binding. This Amendment is binding upon and is to the benefit of the owners of the Lots and their heirs, executors, representatives, successors and assigns, where permitted when recorded.

4. Governing Law. This Amendment is subject to and governed by the laws of the State of Texas.

5. Effective. This Amendment shall be effective upon recording in the Real Property Records of Harris County, Texas.

6. Counterparts/Authority. This Amendment contains multiple signature pages and will be executed in multiple originals without all signatures on any one original. Separate signature pages will be attached to the copy of the Amendment recorded in order to eliminate unnecessary costs of filing multiple copies of the Amendment, and each owner authorizes any officer of Windsor Village Civic Club, Inc. to detach signature pages from duplicate originals of this Amendment for the purpose of creating a master original for recording. Each Signatory represents that they are the record owners of the Lots listed by their signature.

This Second Amendment to the Windsor Village Section One Deed Restrictions is executed this 1st day of August, 2005 at Harris County, Texas.

Windsor Village Civic Club, Inc.

Joe K Heard

Name: Joe K. Heard, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS, COUNTY OF HARRIS, BEFORE ME, the undersigned authority on this day personally appeared JOE K. HEARD, as President of WINDSOR VILLAGE CIVIC CLUB, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 2005

[Seal]

DONNA L. BARROW
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 23, 2009

Donna L. Barrow

Name Donna L. Barrow

Notary Public in and for the State of Texas

My commission expires:

June 23, 2009

HOU03.1021584.2

RP 069-21-2294

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 9/19/2013
Stan Stanart, County Clerk
Harris County, Texas

Clinton Loomer Deputy

COUNTY COURT OF HARRIS COUNTY, TEXAS

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IN TESTIMONY WHEREOF, WINDSOR VILLAGE, INC., has caused these presents to be executed by its President, thereunto authorized, attested by its Secretary, and its common seal hereunto affixed; and The National Bank of Commerce of Houston, Trustee, agent and attorney-in-fact of and for HELEN B. MCKINSTRY, lienholder as aforesaid, has caused these presents to be executed by its Vice-President, thereunto authorized, attested by its Assistant Cashier, and its common seal hereunto affixed this 21st day of December, 1955.

WINDSOR VILLAGE, INC.

BY L.W. Prokop
President

ATTEST:
Wm B Rubey
Secretary

HELEN B. MCKINSTRY, feme sole,
By her Agent and Attorney-in-Fact,

THE NATIONAL BANK OF COMMERCE OF HOUSTON, TRUSTEE

BY A.W. Robbins
~~Vice President~~ TRUST OFFICER

ATTEST:
[illegible]
Assistant-Cashier

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared, L.W. PROKOP, President of Windsor Village, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein set forth.

December GIVEN under my hand and seal of office this 21st day of ~~November~~, 1955.

ELAINE E. DIPPEL
Elaine E. Dippel
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared A.W. ROBBINS, TRUST OFFICER, ~~Vice President~~ of The National Bank of Commerce of Houston, Trustee, a National Banking Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth, and as the act and deed of said The National Bank of Commerce of Houston, Trustee, as agent and attorney-in-fact of and for Helen B. McKinstry, as therein set out.

GIVEN under my hand and seal of office this 28th day of December, 1955.

Lena Martin
Notary Public in and for
Harris County, Texas

LENA MARTIN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1957

Filed for Record Dec 29 1955 at 11:40 o'clock A.M.

RP 003-38-2895

Amend
217.75
N

03/30/05 Y356078
300594786

$217.75

AMENDMENT TO WINDSOR VILLAGE SECTION ONE DEED RESTRICTIONS

This Amendment to Windsor Village Section One Deed Restrictions are made on March 30, 2005, (the "Amendment") at Harris County, Texas, by a majority of owners of property in Windsor Village Section One subdivision, the plat of which was filed for record in the Office of the County Clerk of Harris County, Texas, on October 13, 1955, under County Clerk's File No. 1501305 in Volume 50, Page 48, of the Map Records of Harris County, Texas ("Subdivision"), to modify the Windsor Village Section One Deed Restrictions filed in Volume 3078, Page 5523, of the Deed Records of Harris County, Texas at County Clerk's File No. 1534727 on December 29, 1955, by Windsor Village, Inc., which is attached hereto as Exhibit A (the "Deed Restrictions").

A: The Deed Restrictions provide that the covenants, conditions and restrictions of the Subdivision may be changed in whole or in part by a duly recorded instrument signed by a majority of the property owners in the Subdivision;

B: A majority of owners of property in the Subdivision desire to amend the Deed Restrictions;

C: There are 127 lots (each a "Lot") in the Subdivision; and

D: This instrument is signed by the owners of 65 Lots in Windsor Village Section One Subdivision, who are a majority of owners of property in the Subdivision (the "Majority Owners");

E: The Majority Owners desire to amend the Deed Restrictions, such that paragraph (p) of the Deed Restrictions will not apply to any detached garage, servant's house or other outbuilding that existed on or before May 1, 2004, even where such structure would have been in violation of paragraph (p); the Lots with detached garages, servant's house or other outbuildings that were in violation of paragraph (p) on or before May 1, 2004 are listed on Exhibit B hereto (the "Waiver Lots");

F: This general plan will benefit the Subdivision in general, the parcels and lots that constitute the Subdivision, all the owners of property in the Subdivision, and each successive owner of an interest in the Subdivision.

NOW, THEREFORE, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, we, the Majority Owners, do hereby amend the Deed Restrictions by adopting the following Amendment, which shall be binding on all properties in the Subdivision.

1. Amendment to Paragraph (p). The following paragraph shall be inserted at the end of paragraph (p) of the Deed Restrictions:

> Paragraph (p) of these deed restrictions shall not apply to any detached garage, servant's house or other outbuilding that existed on any residential lot on or before May 1, 2004, even where such structure would have been in violation of paragraph (p); provided, however, that paragraph (p) shall

apply to any construction, alteration or improvement of any garage, servant's house or other outbuilding which is erected on any residential lot after May 1, 2004, including any new construction, alteration or improvement that took place after May 1, 2004 on any lot with a detached garage, servant's house or other outbuilding that existed on any residential lot on or before May 1, 2004, subject to the proviso below. No one may enforce the restrictions of paragraph (p) against the owners of any lot with a detached garage, servant's house or other outbuilding that existed on any residential lot on or before May 1, 2004 solely with respect to detached garages, servant's houses or other outbuildings that existed on or before May 1, 2004, except to the extent that such prior existing structure is modified, altered or improved after May 1, 2004.

Notwithstanding the forgoing, any detached garage, servant's house or other outbuilding that existed on a lot on or before May 1, 2004 may be maintained, repaired or cosmetically remodeled, but may not be structurally enhanced, expanded or reconstructed after a casualty loss where over 75% of the value of the nonconforming structure is destroyed. A nonconformity loses its legal status at such time as the structure or use comes into compliance with the deed restrictions and thereafter, the nonconformity may not resume. Any nonconformity is deemed abandoned after 90 days of continuous nonuse.

3. Binding. This Amendment is binding upon and is to the benefit of the owners of the Lots and their heirs, executors, representatives, successors and assigns, where permitted.

4. Governing Law. This Amendment is subject to and governed by the laws of the State of Texas.

5. Effective. This Amendment shall be effective upon recording in the Real Property Records of Harris County, Texas.

6. Counterparts. This Amendment 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 Amendment recorded in order to eliminate unnecessary costs of filing multiple copies of the Amendment.

[Signature Page Follows]

FILED
05 MAR 30 PM 12: 26
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP 003-38-2013

[Signature Page to Amendment to
Windsor Village Section One Deed Restrictions]

This Amendment to the Windsor Village Section One Deed Restrictions is executed this 30th day of March, 2005 at Harris County, Texas.

Windsor Village Civic Club, Inc.

Joe K. Heard

Name: Joe K. Heard
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS, COUNTY OF HARRIS, BEFORE ME, the undersigned authority on this day personally appeared JOE K. HEARD, as President of WINDSOR VILLAGE CIVIC CLUB, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of March, 2005

[Seal]

DONNA L. BARROW
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 23, 2005

Donna L. Barrow

Name Donna L. Barrow
Notary Public in and for the State of Texas
My commission expires:
June 23, 2005

Return to: Joe K. Heard
5823 Darling Herb
Houston, TX 77085

Exhibit B

Waiver Lots

Address	Lot #	Block #
5710 Heatherbrook	15	6
5719 Heatherbrook	10	7
5815 Darlinghurst	4	5
13915 Amble Lane	33	5
5706 Heatherbloom Drive	17	5

RP 003-38-2896

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNFORCEABLE 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 on

MAR 3 0 2005

COUNTY OF HARRIS COUNTY, TEXAS

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded

.29
Amend

RP-2017-102719
03/10/2017 RP1 $128.00

THIRD AMENDMENT TO WINDSOR VILLAGE SECTION ONE DEED RESTRICTIONS

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This Third Amendment (the "Amendment") to Windsor Village Section One Deed Restrictions is effective when recorded (the "filing date") at Harris County, Texas, by the record owners of a majority of the lots in Windsor Village Section One subdivision, the plat of which was filed of record in the Office of the County Clerk of Harris County, Texas, on October 13, 1955, under County Clerk's File No. 1501305 in Volume 50, Page 48, of the Map Records of Harris County, Texas ("Subdivision"), to modify the Windsor Village Section One Deed Restrictions filed on December 29, 1955, by Windsor Village, Inc. and recorded in Volume 3078, Page 5523, of the Deed Records of Harris County, Texas at County Clerk's File No. 1534727 (the "Deed Restrictions").

A: The Deed Restrictions provide that the covenants, conditions and restrictions of the Subdivision may be changed in whole or in part by a duly recorded instrument signed by the record owners of a majority of the lots in the Subdivision;

B: There are 127 lots (each a "Lot") in the Subdivision and this instrument is signed by the record owners of a majority of those lots (the "Majority Owners").

C: For the purpose of all related dedicatory instruments associated with this amendment, the following provisions shall apply:

(i) After the effective date of these Restrictions, any new structures, improvements, repairs, or repainting, etc., must conform to all of these Restrictions.

(ii) Existing Permanent structures that are in place when these Restrictions become effective will not have to be changed until they need to be replaced, repaired, repainted, and the like.

(iii) The following are examples of the types of violations that will not have to be changed to conform to these Restrictions until the structures are replaced, repaired, repainted, etc.:

- Square footage and minimum plot area requirements;
- Setback lines and building locations; Roofs;
- Building additions or modifications that already exist;
- Boats, recreational vehicles and trailers that have been specifically exempted in writing by the Architectural Committee.

(iv) Under no circumstances will activities that violate these Restrictions be permitted. As examples of these activities the following is a non-exclusive list of some of the types of violations that shall not be permitted. This list includes but is not limited to:

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

(v) Under no circumstances will any structure, activity, or condition, that disturbs the residential tranquility of Windsor Village Subdivision, or presents a risk to the health or safety of the members of the Windsor Village community or of the general public, be allowed.

(vi) The Civic Club has the authority to interpret and enforce the above transition rules.

D: This general plan will benefit the Subdivision in general, the parcels and lots that constitute the Subdivision, all the owners of property in the Subdivision, and each successive owner of an interest in the Subdivision.

E: In the event of a conflict or inconsistency between the printed terms in the Original Deed Restrictions, this Amendment shall control and be deemed supersede the terms of said Original Deed Restrictions in all respects.

F: Except to the extend modified by this Amendment and any previous Amendments, the terms, covenants, conditions, rights, duties, and obligations set forth in the Original Deed Restrictions shall remain in full force and effect in accordance with the terms thereof.

NOW, THEREFORE, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, we, the Majority Owners, do hereby amend the Deed Restrictions by adopting the following Amendments, which shall be binding on all Lots in the Subdivision.

1. **Amendment to "Definitions":** The following definitions shall be added to the Deed Restrictions:

"AC" means the Architectural Committee established in this Declaration.

"Architectural Committee" or AC" shall mean a committee appointed by the Board of Directors to approve or disapprove improvements to be constructed on a lot pursuant to this Declaration and duly adopted Design Guidelines.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Association" shall mean and refer to Windsor Village Civic Club, Inc., a nonprofit Texas Corporation, its successors and assigns. Also referred to as "Civic Club".

"Board" means the Board of Directors of the Property Owners Association.

"Board of Directors" refers to the governing body of the Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board as shown as Exhibit "A". These Bylaws shall be incorporated into the Deed Restrictions and all subsequent Amendments. In the event of a conflict or inconsistency between the printed terms in the Original Deed Restrictions and its subsequent Amendments and the Bylaws, the Deed Restrictions and all subsequent Amendments shall control and be deemed supersede the terms of said Bylaws in all respects.

"Civic Club" means Windsor Village Civic Club, Inc.

"Collection agent" means a debt collector, as defined by Section 803 of the federal Fair Debt Collection Practices Act (15 U.S.C. Section1692(a).

"Common Area" means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Dedicatory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the Architectural Committee, as amended.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Maintenance Charge" means assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, and shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Maintenance Charge and other charges and assessments are made.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in County Clerk's File No. 1501305 in Volume 50, Page 48, of the Map Records of Harris County, Texas of the real property records of Harris County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Special assessment" means an assessment, charge, fee, or dues, other than a regular assessment that each Owner is required to pay to the Civic Club for defraying in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, unexpected repair, or replacement of a capital improvement in Common Areas, including the necessary fixtures and personal Subdivision related to the Common Areas; maintenance and improvement of Common Areas; or other purposes the Association as stated in its Certificate of Formation, or dedicatory instruments of the Subdivision.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

"Windsor Village Civic Club, Inc" means association and governing body over the lots within this section and all lots within the remaining sections located within the boundaries of the Windsor Village Subdivision. Also known as a Property Owners Association under Texas Property Code.

2. **The following paragraphs shall be added to the Deed Restrictions:** the following shall be added to the Deed Restrictions as section "Covenants for Maintenance Assessments" under "Restrictions":

COVENANTS FOR MAINTENANCE ASSESSMENTS

Every person or entity, which is a record owner of any Lot, shall be a Member of the Civic Club. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. The voting rights of the members are set forth in the Bylaws of the Association.

(a) Each Lot in the Subdivision shall be subject to annual assessments or charges and special assessments for capital Improvements. Each Owner of a Lot or Lots, by acceptance of a deed therefore, whether or not it shall be so expressed, shall be deemed to covenant and agree to pay such assessments. The assessments are payable to the Association. If such assessments become delinquent and collection is made necessary by an attorney, then court costs and reasonable attorney fees shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In addition, assessments shall be deemed delinquent thirty (30) days after each such assessment becomes due and payable and interest shall commence to accrue upon such delinquency. Such interest shall be at the highest rate allowed by law in the State of Texas at the time of the first accrual of such interest. Any assessment not paid within ninety (90) days of notification to an Owner that the assessment is due shall result in the additional assessment of a late penalty in an amount of the lesser of $10.00

dollars for each assessment or 10 percent of the amount of the assessment, and such penalty shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment and penalty is made. Each such assessment, together with penalties, interest, court costs, and reasonable attorney fees, shall also be the personal obligation of the person, persons, or entity who or which was the Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors. These restrictions do not give the Board the right nor allow for foreclosure of any property within the Windsor Village Subdivision for failure to pay any annual assessments, attorney's fees, and all other fees associated with delinquent assessments.

(b) Assessments levied by the Association shall be used for the purpose of promoting the property value, recreation, health, safety, and welfare of the Owners, including, but not limited to, costs of enforcement of these restrictions, covenants and conditions, business costs of the Association, maintenance of any Common Area, negotiation of professional police and security service, street lighting, street cleaning, mosquito control, special garbage or heavy trash pick-up, and other purposes as the Association may deem to be in the Subdivision's best interest. Every owner has a right to view board records concerning accounting of assessments. Such request shall be made in accordance with rules found the Board of Director's Bylaws or in accordance applicable laws.

(c) The annual assessments will be for the period April through June of each such twelve-month period. Assessments are due and payable in advance and the amount of each such annual assessment shall be thirty-five ($35) dollars for the assessment period. Payments for assessments must be made by the end of the each annual assessment period (June 30). Increases in the annual assessment shall be made in accordance of the bylaws but each such increase shall not exceed 25% percent of the annual assessment of the previous year. The Board shall fix the amount of the annual assessment against each Lot not less than thirty 30 days in advance of each annual assessment period.

(d) In addition to the annual assessment authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of: (1) any purchase, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or (2) any other expenditure authorized by Paragraph (c); provided that any such assessment shall have the assent of fifty-one percent (51%) of the total eligible voters. Voting may be by mail or in person at a meeting duly called for such purpose, but may not be by proxy.

(e). Owners are not liable for costs that are dependent or contingent on amounts recovered, or under an agreement that does not require the Association to pay all fees for the action taken by the collection agent.

(f). An agreement between the Association and a collection agent may not prohibit an Owner from contacting the Association's Board of Directors or Managing Agent regarding their delinquency.

(g). Pursuant to Section 209.062 of the Texas Property Code, the Association hereby adopts reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or any other amount owed without incurring additional penalties. The Association hereby adopts the following guidelines with regard to alternative payment schedules for delinquent assessments and other amounts owed by an Owner:

(i). Term: The minimum term for a payment agreement shall be (3) three months and the maximum shall be (18) eighteen months from the date of the Owner's request for a payment plan. Subject to such minimum and maximum terms, the Association shall determine the appropriate term of the payment plan in its sole discretion.

(ii). Form: Any and all alternative payment agreements shall be in writing and signed by the Owner and a duly authorized member of the Board of the Association.

(iii). Additional Monetary Expense: So long as an Owner is not in default under the terms of the payment agreement, the Owner shall not incur additional monetary expenses; however, the Owner shall be responsible for all interest accruing during the term of the payment plan as well as reasonable costs associated with administering the payment plan or interest. However, no interest will accrue if there is a formal financial hardship agreement made between the Board and an Owner.

(iv). Application of Payments: If at the time the Association receives a payment, the Owner is not in default under an alternative payment agreement, the Association shall apply the payment to the owner's debt in the following order of priority: (a) any delinquent assessment; (b) any current assessment; (c) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge; (d) any attorney's fees incurred by the Association that are not subject to subsection (c); (e) any fines assessed by the Association; and (f) any other amounts owed to the Association.

(v). Default: If the Owner defaults under a payment plan agreement, the account may immediately be turned over to the Association's attorney for collection. The Association shall not be required to enter into an alternative payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two (2) years following the Owner's default under the previous alternative payment agreement. If, at any time the Association receives a payment from an Owner who is in default of an alternative payment agreement, the Association is not required to apply the payment in the order of priority specified by Paragraph (iv), Numbers (a) through (f) above.

(vi). The above guidelines may be applied to any hardship agreements made between the Board of Directors and an Owner.

(vii). The Association may reduce or waive some or all of the charges addressed by this policy on an *ad hoc* basis without waiving the right to charge such fees on future requests.

(h). All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

(i) The Association shall have the power to suspend the Voting Rights of any Owner who has not paid his, her or its assessment by the due date.

(j). A member of the corporation, on written demand, stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, during reasonable business hours, for any proper purpose, the books and records of the corporation relevant to that purpose, at the expense solely of the member.

3. **Amendment to Paragraph (a) "Use of Land - General":** The following shall be added to paragraph (a) of "Use of Land-General":

Only one (1) residence shall be constructed on each Lot. The term "residential purposes" as used herein shall be held and construed to exclude, without limitation, hospitals, duplex houses, townhomes, apartment houses, halfway houses, hotels, commercial and professional uses of any kind. The foregoing Restrictions shall not be construed in such manner as to prohibit an Owner or resident from (a) keeping his or her own business or professional records or accounts; or (b) handling his or her own business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said Restrictions. Any business, commercial, or professional activity on any Lot or

in any structure thereon which disturbs the exclusively residential character and tranquility of Windsor Village shall be prohibited. Prohibited activity shall be defined as any such activity which creates disruptions or a nuisance to the neighborhood or any such activity that can be seen, heard, or smelled by persons outside the Lot or structure. Indications of such prohibited activity shall include but not be limited to: noise, visible storing of supplies or equipment, increased pedestrian or vehicular traffic, increased parking of vehicles, increased deliveries, signs, advertising, emissions of dust, smoke, gasses, chemicals odors, lights, radio signals, or discharges of non-household wastes into the sewage system. The Architectural Committee has the authority to interpret and enforce the provisions concerning business restrictions.

4. **Amendment to Paragraph (b) "Use of Land- General"**: The following shall modify and amend paragraph (b) of "Use of Land-General":

No signs, billboard, posters, or advertising devices of any character shall be erected on any Lot except one sign of not more than three by five square feet advertising the property for sale or rent. Limited Exceptions to the Sign Restriction: Windsor Village Civic Club, Inc. announcements may be posted, and the following types of signs may be posted only as designated herein:

Election Campaign Signs: Owners may display on the Owner's Lot more signs advertising a political candidate or ballot item for an election on or after the ninetieth (90) day before the date of the election to which the sign relates or ten (10) days after that election date. Signs shall be ground-mounted and display only one sign for each candidate or ballot item

Garage/yard Sale Signs may be posted in advance of the community garage or yard sale, and must be removed within twenty-four 24 hours after the conclusion of the garage or yard sale. All garage and/or yard sales must be held during designated community garage and/or yard sales. Garage sales may only be held twice (2) a year during designated times approved by the majority of residents at a meeting and arranged by the Board of Directors.

Home Security Signs: Owners may display yard signs that are related to the home security systems that may be used on the lot. Home security signs must be no more than three by three (3 x 3) feet.

Team Signs: Signs that pertain to a child being in a band, swim team, football team, cheerleading squad, or any other school or team related activities shall not exceed three (3) feet by three (3) square feet in size, and may be placed in the yard. Professional sport team signs shall not exceed three (3) feet by three (3) feet in size.

Yard of the Month: One Yard of the Month Sign shall be placed in a predetermined lot in each section for no more than thirty-one (31) days during a predetermined time period.

Any sign that contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components, is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, includes the painting of architectural surfaces, threatens the public health or safety, is larger than three (3) feet by three (3) feet, violates a law, contains language, graphics, or any display that would be offensive to the ordinary person, or is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists is prohibited. The Civic Club may remove a sign displayed in violation of this section.

5. **Amendment to Paragraph (c) "Use of Land- General"**: The following shall be added to paragraph (c) of "Use of Land-General":

Property owners shall have the common courtesy of dressing or processing game, (i.e. fish, hamsters, etc.) in their home or backyard, out of the view of neighbors. Dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for commercial

purposes or in number greater than five (5). No wildlife or non-domesticated animals may be allowed on any lot including, but not limited to, hens, roosters, chickens, horses, and other exotic animals. The foregoing does not prohibit the keeping of litters of puppies and kittens up to four months of age, as long as the breeding of litters is not on a regular commercial basis. The city leash law will be strictly enforced.

6. **Amendment to Paragraph (d) "Use of Land- General"**: The following shall added to paragraph (d) of "Use of Land-General":

No activity that might reasonably be considered to reduce the marketability of any Lot or the desirability of the Subdivision as a residential neighborhood shall be carried on upon any Lot or Common Area. No noxious or offensive trade or activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No loud or offensive noise, including but not limited to that from barking dogs or other animals, sound systems, musical instruments, motorcycles or other vehicles, shall be allowed. Noise associated with necessary and routine building and Lot repairs, maintenance and upkeep is allowed during normal working hours. No portable basketball goals shall be placed on any public street within the subdivision.

7. **Amendment to "Use of Land- General"**: The following shall be added to "Use of Land- General": as paragraph (f):

Owners or occupants of Lots shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incidental to construction of improvements as permitted. No commercial product, liquid, solid, or otherwise, shall be stored or kept upon any Lot, nor shall any Lot be used for the storage of commercial products, liquid or solid, nor shall any structure erected upon any Lot be used for the storage of commercial products, liquid or solid, not necessary to the use and enjoyment of any Lot for residential purposes.

8. **Amendment to Paragraph (d) "Architectural and other Specific Restrictions"**: The following shall be added to paragraph (d) of "Architectural and other Specific Restrictions":

No trailer homes, mobile homes, or modular homes of any kind can be placed or stored on any Lot in the Windsor Village Subdivision.

9. **Amendment to Paragraph (n) "Architectural and other Specific Restrictions":** The following shall amend paragraph (n) of "Architectural and other Specific Restrictions:

No Fence or wall, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any residential lot beyond the front of a building, house, and home located on each lot. All fences and walls must be approved by the Architectural Committee prior to construction and/or improvements are made.

10. **Amendment to Paragraph (o) "Architectural and other Specific Restrictions":** The following shall be added to paragraph (o) of "Architectural and other Specific Restrictions":

In that event the receiving device may be placed in a visible location as approved by the Committee, as defined herein. The Committee may require as much screening as possible while not substantially interfering with reception. The Civic Club shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Addition. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be place, allowed or maintained upon any portion of the Addition. The provisions of this Section are not an attempt to violate the Telecommunications Act of 1996 ("the 1996 Act"), as may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996

Act.

11. **Amendment to "Architectural and other Specific Restrictions":** The following shall be added to "Architectural and other Specific Restrictions" as paragraph (u):

Owners and/or occupants shall at all times keep trees, shrubs, weeds and grass trimmed and cut in a sanitary and attractive manner. All curbs and sidewalks not owned by a governmental entity shall be maintained by owner(s) of such lot. This is the obligation of the Owner of the Lot at his or her expense. If the Lot is not maintained, the Architectural Committee will provide written notice of the violation and will require the Lot to be trimmed and cut within a specified time. Lots must at all times be maintained in a sanitary and healthful manner. No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and all waste containers shall be stored out of sight from the street or any public property. Trash and other household waste shall be kept in containers provided and/or approved for use by the City of Houston and Harris County, Texas and should not be visible from the street fences beyond the front building line except during designed times. This includes trash containers and waste dumpsters that are covered and uncovered. Trash containers and waste dumpsters shall not be covered by any fabric, plastic, wood or any other materials when placed in the front of the building line except during designed trash collection times. The storage of covered and uncovered trash or recycle containers cannot be in the front or side yard and visible from the street. Waste may not be placed on the street or driveway prior to 6:00 PM of the night prior to the scheduled pickup. Heavy trash shall not be put out earlier than the weekend preceding the scheduled monthly pickup. The burning of any materials, including household and yard waste, is prohibited.

If the Owner does not comply within the time specified in the notice, the Architectural Committee has the authority, without being liable for trespass, to hire a third party to do the maintenance work and subsequently charge the Owner for all costs incurred. Lawn maintenance charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which the charge is assessed. Each such charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the lot at the time when the charge was assessed.

12. **Amendment to "Architectural and other Specific Restrictions":** The following shall be added to "Architectural and other Specific Restrictions" as paragraph (v):

At no time shall any house trailer, or any truck, trailer, or commercial vehicle having a rated load capacity in excess of one (1) ton, ever be parked overnight or stored on any residential lot in Windsor Village Section One nor shall any such house trailer, or any such truck, trailer, or commercial vehicle having a rated load capacity in excess of one (1) ton, be parked on any street in said Windsor Village Section One at any time other than as may be reasonably required incident to construction work on or delivery or pick-up of goods, wares, property, or materials to or from lands in said subdivision.

No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper, rig off of truck, aircraft, golf cart, utility four-wheeler, ATV, machinery or equipment of any kind may be parked or stored on any part of any Lot or in the street adjacent to such Lot unless such vehicle or object is completely concealed from public view inside a garage, or an enclosure approved by the Architectural Committee, or an area adequately screened by planting or fencing so as not to be seen at ground level from any other Lot or the street. (This first sentence does not pertain to any passenger automobile, passenger van, motorcycle, or pickup truck that is in operating condition and capable of movement under its own power, has current license plates and inspection sticker, and is in use on a daily basis as a motor vehicle on the streets and highways of the State of Texas.)

This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked for a period of seven (7) days or less and in use for the construction, repair or

maintenance of a house or houses in the immediate vicinity. Notwithstanding any of the foregoing, no motor vehicle incapable of movement under its own power shall be parked for more than seventy-two (72) hours where visible from the street. All operational vehicles shall be parked in Owners' garages and/or driveways, unless there is not sufficient space in the garage and driveway for Owners' vehicles. The term "vehicles" as used in this paragraph shall mean operable passenger cars and/or light trucks used as passenger vehicles. Vehicles shall not be moved from place to place to avoid the intent of this paragraph's restrictions. All vehicles shall be parked on finished concrete or other finished surfaces such as asphalt or brick, and vehicles shall not be parked on grass. If there is a conflict between this section and any public ordinance, rule or regulation, then the conflicting deed restriction(s) will be enforced according to appropriate laws.

13. **Amendment to "Architectural and other Specific Restrictions":** The following shall be added to "Architectural and other Specific Restrictions" as paragraph (w):

Subject to this section, and approval by the Architectural Committee within forty-five (45) days of submission of a plan, Owners may install solar energy devices on the roof of the dwelling or other permitted improvement on a Lot, or in a fenced yard or patio not taller than the fence line. As used in Section 202.010 of the Texas Property Code, 23 "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. A solar energy device is not permitted anywhere on a Lot except on the roof of the residential dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot. A solar energy device may not extend higher than the dwelling's or other permitted improvement's roofline, and shall conform to the slope of the roofline, shall have a frame, support bracket, or visible piping that is a silver, bronze, or black tone commonly available in the marketplace, and shall be located on a roof as designated by the Architectural Committee, unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the Architectural Committee. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio. A solar energy device shall not be installed on a Lot in a manner that voids material warranties. A solar energy device that, as adjudicated by a court threatens the public health or safety, violates a law, or is located in the Common Area is prohibited. The Architectural Committee may not withhold approval if the guidelines of this section are met or exceeded, unless the Architectural Committee determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes *prima facie* evidence that substantial interference does not exist. During the Development Period, the Architectural Committee may prohibit or restrict an Owner from installing a solar energy device.

14. **Amendment to "Architectural and other Specific Restrictions":** The following shall be added to "Architectural and other Specific Restrictions" as paragraph (x):

Swimming pools, spas, Jacuzzis and hot tubs shall not encroach on any utility easement or building line shown on the recorded plat of Windsor Village Subdivision. Above-ground swimming pools, spas, Jacuzzis and hot tubs must have secure covers or fencing to prohibit accidental entry by children. If it is necessary to have water in a swimming pool during construction, then a construction fence sufficient to prevent entry by children shall be provided. Swimming pool backwash shall be tied into the storm sewer system. All swimming pools, spas, Jacuzzis, hot tubs, kiddie pools, fountains and other water containing objects shall be kept clean and maintained to prevent odor and breeding of mosquitoes and other pests. If the Owner does not maintain pools, spas, and other water containing objects, the Architectural Committee will provide a written notice of the violation and will require the Owner to bring the Lot into compliance within a specified time. If the Owner does not comply within the time stated in the

notice, the Architectural Committee has the authority, without being liable for trespass, to hire a third party and charge the Owner for appropriate maintenance and/or cleaning of swimming pools, spas, and other water containing objects and subsequently charge the Owner for all costs incurred. Such maintenance charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which the charge is assessed. Each such charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the lot at the time when the charge was assessed.

15. **Amendment to "Architectural and other Specific Restrictions":** The following shall be added to "Architectural and other Specific Restrictions" as paragraph (y):

Any building, structure or improvement destroyed partially or totally by fire, storm or any other means shall be repaired to original condition or demolished. The repairs or demolition shall be initiated within six (6) months of the date of damage. At that time the land shall be restored to an orderly and attractive condition. Before repairs or rebuilding begin, the Owner must receive prior written approval of plans and specifications for repairs or rebuilding from the Architectural Committee.

16. **Amendment to "Architectural and other Specific Restrictions":** The following shall be added to "Architectural and other Specific Restrictions" as paragraph (z):

No A/C window units shall be placed in any windows located within the front of a home.

17. **Amendment to "Architectural Committee":** The following shall be added to "Architectural Committee":

A quorum must be present at meetings of the Architectural Committee to conduct business and vote on any Architectural Committee matter. A majority of the members of the Architectural Committee shall constitute a quorum thereof.

The design, color and location of any building, structure, addition or improvement proposed or existing must be approved in writing by the Architectural Committee. The Architectural Committee may require the submission of construction plans, plot plans, blueprints and specifications, with such other documents as it deems appropriate, including but not limited to site layout, building location, building materials, colors and elevation. The Architectural Committee shall have the discretion to approve or disapprove plans and specifications for buildings, structures, additions or improvements on the basis of location, color, quality of building materials and harmony of external design with existing structures. In the event the Architectural Committee fails to approve or disapprove the design, color and location of any such building, structure, addition or improvement within thirty (30) days after the plans and other requested documents have been submitted to it, such approval will not be required and this provision as to approval will be deemed to have been satisfied. The decision of the Architectural Committee shall be final and conclusive.

The exterior surface of a house, garage, or other structure or improvement may be painted or repainted the same color and shade as the color and shade of the existing structure without prior approval from the Architectural Committee. This exception does not affect the requirement for submittal of plans and specifications for new structures, or for additions or modifications to existing structures. Architectural Committee approval shall be required prior to painting a different color or shade from the existing color.

The Architectural Committee may from time to time promulgate an outline of minimum acceptable architectural and/or construction guidelines; provided, however, that such outline will serve as a minimum guideline and the Architectural Committee will not be bound thereby. The Architectural Committee may provide detailed style or construction specifications in the Architectural Guidelines, and the Architectural Committee may from time to time amend and update the Architectural Guidelines.

The Architectural Committee shall have the power to and may allow reasonable variances and adjustments to the restrictions set forth herein in order to overcome practical difficulties and

to prevent unnecessary hardships in the application of the restrictions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof; and provided further, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property, improvements or the Owners thereof. Furthermore, such variances and adjustments as may be granted hereunder may include without limitation the height, size and building setback restrictions as set forth herein or on the plat maps for the subdivision.

18. **Amendment to "Duration of Restrictions":** The following shall be added to "Duration of Restrictions":

Any legal notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent by certified mail, postpaid, to the last known address of the person who appears as Owner in the records of the Civic Club at the time of such mailing. It shall be the Owner's obligation to inform the Civic Club of his/her new mailing address.

19. **Amendment to "Right to Enforce":** The following shall be added to "Right to Enforce":

The authority of the Civic Club to enforce the Declaration shall not affect the right of any Owner to commence and maintain actions and suits to restrain and enjoin any violation or threatened violation of the provisions of this Declaration (except those provisions in Article II related to the collection of assessments) by another Owner. Enforcement may be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any restriction, covenant and condition herein contained, whether such enforcement is to restrain violation or to recover damages, or both. Failure of the Civic Club or any Owner to enforce any provision of this Declaration does not constitute a waiver of the right to do so hereafter. The persons violating this Declaration shall be responsible for paying any and all court costs, attorney's fees, and other costs that are incurred by either the Civic Club or any Owner in enforcing the provisions of this Declaration. The Civic Club hereby reserves an easement that allows access to an Owner's Lot to remedy a violation of this Declaration or other Civic Club dedicatory instruments; however, the Civic Club may not amend this Declaration or other dedicatory instrument to grant itself additional easements through or over an Owner's Lot without the consent of the Owner.

Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the dedicatory instruments by any one or more of the following means: (a) by entry upon any Lot within the Subdivision, after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability in trespass or otherwise by the Association to the Owner thereof, for the purpose of enforcement; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach; (c) by exclusion, after notice and hearing, of any Owner from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (d) by levying and collecting, after notice and hearing, reimbursement to the Association for the costs incurred by the Association (including, but not limited to pre-litigation attorney's fees) in connection with the remedy of such breach; (e) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties established in advance in the Rules and Regulations of the Association, from any Member for breach of the dedicatory instruments; and/or (f) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Owner, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Association may suspend an Owner's right to use the Common Area, file a suit against an Owner other than a suit to collect a Maintenance Charge, or a Regular or Special Assessment, charge an Owner for property damage, or levy a fine for a violation of the Declaration, Bylaws, Design Guidelines, or Rules and Regulations, the Association or its Managing Agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the

suspension action, charge, or fine and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months), may request a hearing under Section 209.007 of the Texas Property Code on or before the thirtieth (30th) day after the date the Owner receives the notice, and may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board of Directors if a committee is not appointed. If a hearing is to be held before a committee, the notice prescribed by Section 209.006 of the Texas Property Code must state that the Owner has the right to appeal the committee's decision to the Board by written notice. The Association shall hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Association shall hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Owner or the Association may make an audio recording of the meeting and may use alternative dispute resolution services. The Owner's presence is not required to hold a hearing.

The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions contained in its dedicatory instruments only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described by the notice under this section if the attorney's fees are incurred before the conclusion of the hearing; or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

G. Binding. This Amendment is binding upon and is to the benefit of the owners of the Lots and their heirs, executors, representatives, successors and assigns, where permitted when recorded.

H. Governing Law. This Amendment is subject to and governed by the laws of the State of Texas.

I. Effective. This Amendment shall be effective upon recording in the Real Property Records of Harris County, Texas. This Declaration is perpetual and may not be modified except by a writing executed in accordance with the Current Restrictions and recorded in the Official Public Records of Real Property of Harris County, Texas which writing amends or terminates the Current Restrictions.

J. Severability. In the event any term or provision of this Amendment shall be declared invalid, void, or unenforceable, it shall not affect the validity of any other term, or provision hereof, all of which shall remain valid, binding, and enforceable.

K. Recitals. The recitals to this Amendment are incorporated herein and, by this reference, made a substantive part hereof.

L. No Waiver. Except as stated in section C of this Amendment, no restriction, condition, obligation, or covenant in the Declaration or these Bylaws shall be deemed to have

been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

M. Counterparts/Authority. This Amendment contains multiple signature pages and will be executed in multiple originals without all signatures on any one original. Separate signature pages will be attached to the copy of the Amendment recorded in order to eliminate unnecessary costs of filing multiple copies of the Amendment, and each owner authorizes any officer of Windsor Village Civic Club, Inc. to detach signature pages form duplicate originals of this Amendment for the purpose of creating a master original for recording. Each Signatory represents that they are the record owners of the Lots listed by their signature. Further, the Bylaws have been attached to this Amendment.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

This Third Amendment to the Windsor Village Section One Deed Restrictions is executed this 10th day of March, 2017 at Harris County, Texas.

Windsor Village Civic Club, Inc.

10R

Carolyn Price Hughes
CAROLYN PRICE HUGHES
President

ACKNOWLEDGEMENT

THE STATE OF TEXAS, COUNTY OF HARRIS, BEFORE me, the undersigned authority on this day personally appeared CAROLYN PRICE HUGHES, as President of WINDSOR VILLAGE CIVIC CLUB, INC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purposes and consideration therein expressed, and as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of March, 2017.

Rosalind R. Lawrence

Name Rosalind R. Lawrence
Notary Public in and for the State of Texas
My commission expires: July 2, 2017

[seal]

ROSALIND R. LAWRENCE
MY COMMISSION EXPIRES
July 2, 2017

AFTER RECORDING RETURN TO:

Windsor Village Civic Club, Inc.
P.O. Box 450407
Houston, Texas 77245

Exhibit "A"

Current Bylaws
Windsor Village

File # RP-2016-196613
5/10/2016 RPT

FILED FOR RECORD

12:13:16 PM

Friday, March 10, 2017

Stan Stanart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Friday, March 10, 2017

COUNTY COURT OF HARRIS COUNTY, TEXAS

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS