

**AMENDED AND CONSOLIDATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ROYAL OAKS SUBDIVISION**

THE STATE OF TEXAS
COUNTY OF HARRIS
KNOW ALL MEN BY THESE PRESENTS:

PREAMBLE

The residential community known as Royal Oaks Subdivision, in Harris County, Texas, consisting of the following four tracts of land according to the map of said subdivision filed for record in the Harris County Clerk's office, and being governed by the ROYAL OAKS CIVIC ASSOCIATION, INC., does hereby amend and modify the covenants, conditions and restrictions for all sections of Royal Oaks, pursuant to the power granted in the covenants, conditions and restrictions for the property mentioned herein, to bring about uniformity in the regulation of said residential community.

SECTIONS 1 & 2 being that certain tract of land subdivided and platted as Royal Oaks, Sections One and Two, a subdivision in the George Bellows Survey, in Harris County, Texas, a plat of said subdivision having been filed for record under File No. 1747658, Plat Records of Harris County, Texas.

SECTION 3 being that certain tract of land subdivided and platted as Royal Oaks, Section Three, a subdivision in the George Bellows Survey, in Harris County, Texas, a plat of said subdivision having been filed for record under File No. 1862533, Map Records of Harris County, Texas.

SECTION 4 being that certain tract of land subdivided and platted as Royal Oaks, Section Four, a subdivision in the George Bellows Survey, in Harris County, Texas, a plat of said subdivision having been filed for record under File No. 85496, Map Records of Harris County, Texas.

SECTION 6 being that certain tract of land subdivided and platted as Royal Oaks, Section Six, a subdivision in the George Bellows Survey, in Harris County, Texas, a plat of said subdivision having been filed for record under File No. B 273530, Map Records of Harris County, Texas; excepting Reserve 'W' on the recorded map of Royal Oaks, Section 6, which is in no way restricted by this Declaration.

The undersigned, being a majority of the property owners in the residential community known as Royal Oaks, Sections 1 & 2, 3, 4 and 6, desiring to carry out a uniform plan for the improvement, development, sale and use of all of the land in said Royal Oaks for the benefit of the present and future Owners, do hereby covenant and agree with each other to adopt the following amended covenants, conditions and restrictions to apply uniformly to the use, occupancy and conveyance of all Lots in Royal Oaks, Sections 1 & 2, 3, 4 and 6. Each contract or deed which has heretofore been or may hereafter be executed with regard to any of the Lots in said Royal Oaks shall be conclusively held to have been executed, delivered, and accepted subject to the following

covenants, conditions, restrictions, easements, liens and charges, regardless of whether or not said covenants, conditions, restrictions, easements, liens and charges are set out in full in said contract or deed. These covenants, conditions and restrictions shall run with the real property, and shall bind all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof .

ARTICLE I
DEFINITIONS

1.1 "Assessments" shall mean and refer to the annual Association dues levied pursuant to Article II hereof for managing, maintaining, and operating the Common Area, for enforcing this Declaration, and for other purposes of the Association as set out in its Articles of Incorporation, Bylaws and this Declaration.

1.2 "Association" shall mean and refer to Royal Oaks Civic Association, Inc., a nonprofit corporation created under the laws of the State of Texas. Membership in the Association shall be regulated according to the Articles of Incorporation, Bylaws and other governing documents of the corporation.

1.3 "Board Members" shall mean and refer to the Board of Directors of the Royal Oaks Civic Association, also known as the Executive Committee of the Royal Oaks Civic Association. The Board members include the officers of the Civic Association and all Section Representatives.

1.4 "Common Area" means all property owned by the Association for the common use and benefit of the Owners, if any.

1.5 "Declaration" shall mean and refer to this Amended and Consolidated Declaration of Covenants Conditions and Restrictions for Royal Oaks Subdivision.

1.6 "Deed Restrictions" shall mean and refer to the restrictions, covenants and conditions contained herein.

1.7 "Lot" shall mean and refer to any numbered Lot as per the Subdivision maps or plats of the Subdivision referred to above.

1.8 "Occupant" shall mean and refer to those presently residing and occupying the residence on a Lot.

1.9 "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee simple title to the surface estate in any Lot that is a part of the Subdivision and that is subject to these Deed Restrictions but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include all parties and persons owning property in Royal Oaks and which voluntarily subject their property to such Deed Restrictions by: (1) recording an appropriate instrument in the Deed Records of Harris County, or (2) claiming under or through any party or person described in (1) above. An Owner may be different from an Occupant. An Occupant who is not an Owner does not necessarily have the same rights and obligations as an Owner.

1.10 "Section Representatives" shall mean and refer to the representatives from each section of Royal Oaks Subdivision, who serve on the Executive Committee.

1.11 "Subdivision" shall mean and refer to all of the property within Royal Oaks as per the plats filed in the Map Records of Harris County, Texas.

1.12 "Voting Rights" shall mean and refer to the rights of each Owner to vote in instances where voting of Owners is necessary. Each Owner shall have one vote for each Lot owned. Only one vote per Lot may be cast no matter how many Owners own the property. In the event of conflicting votes by co-Owners of one Lot, neither vote shall count. Voting by mail is permissible, but proxy voting is prohibited.

ARTICLE II **COVENANTS FOR MAINTENANCE ASSESSMENTS**

2.1 Creation of the Lien and Personal Obligation of Assessment: 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 and such annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. 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, and such interest shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. 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 ten dollars (\$10) for each assessment or ten percent (10%) 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.

2.2 Subordination of Lien to Mortgages: The assessment lien shall be subordinate to the lien of any first mortgage, but superior to all other liens. The Association will not foreclose its lien against the property.

2.3 Purpose of Assessments: 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, support of the Royal Oaks Citizens on Patrol Organization, 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.

2.4 Annual Assessments: The annual assessments will be for the period March 1st through February 29th of each such twelve-month period. Assessments are due and payable in advance and the amount of each such annual assessment shall be twenty dollars (\$20) for the assessment period. Increases in the annual assessment may be made from time to time by the Association, through its Board of Directors, but each such increase shall not exceed ten dollars (\$10.00) or ten percent (10 %) of the annual assessment of the previous year, whichever is greater. 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.

2.5 Special Assessments for Capital Improvements: 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 2.3; 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.

2.6 Remedies of the Association for Nonpayment of Assessment: Any unpaid assessment shall give the Association the right to bring an action at law to enforce the lien against the property and the Owner personally obligated to pay the assessment, and to take whatever other legal action is necessary to protect the rights of the Association and/or the remaining Owners. The lien or liens provided herein as security for the assessment shall be in favor of the Association and shall be for the benefit of all other Lot Owners. See also paragraph 2.1 regarding creation of the lien and personal obligation of assessments.

2.7 Suspension of Voting Rights: 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.

ARTICLE III **ARCHITECTURAL CONTROL COMMITTEE**

3.1 Committee Composition: There is hereby created an Architectural Control Committee ("ACC"), which will be composed of five (5) Royal Oaks Civic Association Board members and/or Royal Oaks Civic Association members, to be appointed by the Board of Directors. The Committee members will serve a one (1) year term and in the event that any one of said Committee members dies, resigns, or becomes ineligible to act, the Board of Directors of the Association shall appoint a temporary successor to serve out the remaining term of the member who has died, resigned, or become ineligible. Any Committee member may be removed by a majority vote of the Association with or without cause, and the Board may appoint a temporary successor to serve out the remaining terms of the removed Committee member. The powers and duties of the Architectural Control Committee are recited in this document.

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

3.3 Architectural Control Committee Approval: The design, color and location of any building, structure, addition or improvement proposed or existing must be approved in writing by the Architectural Control Committee (the "ACC"). The Architectural Control 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 ACC 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 ACC 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 Control Committee shall be final and conclusive.

Existing Colors Excepted from ACC Approval: 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 ACC. This exception does not affect the requirement for submittal of plans and specifications for new structures, or for additions or modifications to existing structures. ACC approval shall be required prior to painting a different color or shade from the existing color.

3.4 Architectural Guidelines: The Architectural Control 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 ACC will not be bound thereby. The ACC may provide detailed style or construction specifications in the Architectural Guidelines, and the ACC may from time to time amend and update the Architectural Guidelines.

3.5 Allowance of Variances or Adjustments: The Architectural Control 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.

ARTICLE IV
USE RESTRICTION COVENANTS AND CONDITIONS

4.1 **Residential Use/Business Restrictions:** No Lot shall be used except for residential purposes, and 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, 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 Royal Oaks 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 Control Committee has the authority to interpret and enforce the provisions concerning business restrictions.

Limited Exception to the Business Use Prohibition: The following Lots may be used for commercial enterprises such as retail merchandising and servicing businesses as are generally located near residential subdivisions:

in Sections One & Two: Lot 16 in Block 1, and Lots 10, 11, 12, 13, 14, 15 and 16 in Block 5;
in Section Three: Lots 17, 18, 19, 20, 21, 22 and 23 in Block 5, and Lot 5 in Block 9; and
in Section Four: Tracts "A" and "B".

The aforementioned Lots shall not be used for industrial purposes or heavy commercial uses, including but not limited to warehouses or junkyards.

4.2 **ACC Approval Required:** No building of any type shall be erected, placed or altered on any building plot in this Subdivision until the building plans, specifications, and plot plan showing the location of such building and/or the modifications thereto have been approved in writing by the Architectural Control Committee as to conformity and harmony of external design with existing structures in the Subdivision, and as to the location of the building with respect to topography and finished ground elevation. See also Article III, Paragraph 3.3 regarding Architectural Control Committee Approval.

4.3 **Minimum Plot Area:** No main residential structure shall be erected or placed on any building plot in Sections One, Two or Six, which plot has an area of less than 5,500 square feet or a width of less than sixty-five (65) feet at the front building setback line. No main residential structure shall be erected or placed on any building plot in Sections Three or Four, which plot has an area of less than 7,000 square feet or a width of less than sixty (60) feet at the front building setback line.

4.4 Building Location: No residence shall be constructed or located nearer to the front line or nearer to the side street line than the building setback lines shown on the recorded plat of this subdivision. Notwithstanding the above provision:

No residence in Sections One, Two and Three shall be located nearer than twenty-five (25) feet to the front line, nearer than ten (10) feet from the rear lot line, nor nearer than three (3) feet from any side line. In Sections One, Two and Three, detached garages shall not be nearer than ten (10) feet from the rear lot line and not nearer than five (5) feet from the side lot line. All improvements in Sections One, Two and Three shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved by the ACC.

No residence in Section Four shall be located nearer than twenty-five (25) feet to the front line, nearer than five (5) feet from the rear lot line, nor nearer than three (3) feet from any side line. In Section Four, detached garages shall not be nearer than five (5) feet from the rear lot line and not nearer than three (3) feet from the side lot line. All improvements in Section Four shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved by the ACC.

No residence in Section Six shall be located closer to the nearest point on either side property line of same than three (3) feet on garage side and five (5) feet on living area side.

4.5 Minimum Square Footage: No main residential structure shall be placed on any Lot in Sections One or Two unless its living area has a minimum of fifteen hundred (1,500) square feet of floor area, exclusive of porches and garages. No main residential structure shall be placed on any Lot in Sections Three or Four unless its living area has a minimum of eighteen hundred (1,800) square feet of floor area, exclusive of porches and garages, except Lots 11-20 inclusive, 3541 inclusive, and 53-55 inclusive, in Block 11, on which living area minimum is fifteen hundred (1,500) square feet. No main residential structure shall be placed on any Lot in Section Six unless its living area has a minimum of two thousand (2,000) square feet of floor area, exclusive of porches and garages.

4.6 Residences: No structure shall be erected, altered or placed upon any Lot other than a single one-story or a single one-and-one-half single-family dwelling, and a single out-building (exclusive of a detached garage) for use in connection with the residence; provided, however, that no out-building (inclusive of a detached garage) may be erected prior to approval of the Architectural Control Committee.

4.7 Exterior Wall and Roof Specifications: No residence shall have less than fifty-one percent (51%) brick on its exterior wall area, except that detached garages shall not be required to have brick exterior provided that construction conforms to the other requirements herein. No asbestos siding shall be used on any part of any building. All roofs shall be in accordance with city code.

4.8 Damaged Structures: 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 Control Committee.

4.9 Mobile Homes: No trailer homes, mobile homes, or modular homes of any kind can be placed or stored on any Lot in the Royal Oaks Subdivision.

4.10 Carports: No carport shall be constructed on any Lot without prior written approval from the Architectural Control Committee.

4.11 Sight Obstructions: No fence, wall, hedge, shrub, planting or any other detached structure that obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be erected, maintained, or permitted to remain on any corner 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. No fence or wall of any type shall be permitted to remain on any Lot between the building set-back line and the paved portion of the street. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.12 Fence Construction and Maintenance: Wire and chain link fences are prohibited. All fences located along the outer perimeter of any Lot must be at least six (6) feet, but not more than seven (7) feet, in height, unless the fence separates a residence from a commercial property, in which case the fence shall be at least six (6) feet but not more than eight (8) feet in height. All fences shall be constructed of redwood, cedar or pressure-treated pine upright boards with at least two horizontal bracing boards, unless otherwise approved in writing by the Architectural Control Committee. All fences will be maintained in good repair. Any perimeter fence repairs must be erected with the same material as the original construction and are to be done at the expense of the Owner.

4.13 Signs: No signs, billboard, posters, or advertising devices of any character shall be erected on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent.

Limited Exceptions to the Sign Restriction: Royal Oaks Civic Association announcements may be posted, and the following types of signs may be posted only as designated herein:

Election Campaign Signs: Campaign signs shall not exceed six (6) square feet in size, shall not be erected more than fourteen (14) days in advance of the election, and shall be removed within forty-eight (48) hours after the conclusion of the election.

“Team” Signs: Signs that pertain to a child being in the band, swim team, football team, cheerleading squad, and other school or team related activities shall not exceed six (6) square feet in size, and may be placed in the yard for four (4) weeks per year.

Garage or Yard Sale Signs: Garage/yard sale signs may be posted not more than twenty-four (24) hours in advance of the garage or yard sale, and must be removed within twenty-four (24) hours after the conclusion of the garage or yard sale.

4.14 Water and Sewage: No Water well, septic tank or cesspool shall be located on any residential Lot in the Royal Oaks Subdivision.

4.15 Antennas and Electronic Equipment: No electronic antennae or device of any type other than an antenna for CB, short wave or normal television and radio signals shall be erected, constructed or placed on any Lot, house or buildings. Antennae may be attached to the house provided such

antennae must be located to the rear of the roof line, gable or centerline of the principal dwelling. Freestanding antennae must be located behind the rear wall of the main residential structure. No satellite dish or antenna shall be erected that is visible from the street without prior written approval of the Architectural Control Committee.

4.16 Mail Boxes and Residence Identification: Mail boxes, house numbers and name identification used in the Subdivision must be harmonious with the overall character and aesthetics of the Subdivision. Each Lot shall have its street address marked in a manner that is legible from the street.

4.17 Lot and Landscape Maintenance: Owners and/or occupants shall at all times keep trees, shrubs, weeds and grass trimmed and cut in a sanitary and attractive manner. This is the obligation of the Owner of the Lot at his or her expense. If the Lot is not maintained, the Architectural Control Committee will provide written notice of the violation and will require the Lot to be trimmed and cut within a specified time. If the Owner does not comply within the time specified in the notice, the ACC 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.

4.18 Swimming Pools and Spas: Swimming pools, spas, jacuzzis and hot tubs shall not encroach on any utility easement or building line shown on the recorded plat of Royal Oaks Subdivision. Swimming pools and in-ground spas must be enclosed by a six (6) foot privacy fence with locks or childproof latches on all gates. 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 pools, spas, and other water containing objects are not maintained by the Owner, the ACC 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 ACC 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.

4.19 Trash Dumping and Storage of Waste: 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. Trash and other household waste shall be kept in containers provided and/or approved for use in the automated pick-up system. 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. Waste may not be placed on the street or driveway prior to 6:00 p.m. 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.

4.20 Storage of Commercial Products: 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.

4.21 Temporary Residence Restrictions: No motor home, vehicle containing camping equipment, trailer, tent, shack, garage, or other outbuilding erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence.

4.22 Parking of Cars and Other Vehicles: No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper, rig off of truck, aircraft, 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 Control 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 ten (10) days 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 no curb exists, a vehicle may be parked on the grass if two wheels on the same side of said vehicle are on the finished roadway.

If there is a conflict between section 4.22 and any public ordinance, rule or regulation, then the most restrictive will control.

4.23 Animals and Pets: No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept on any Lot. Property owners shall have the common courtesy of dressing or processing game, (i.e. fish deer, etc.) in their home, backyard, or side yard 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 three. 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.

4.24 Garage/Yard Sales: Not more than two (2) garage/yard sales shall be held at any residence within one year's time.

4.25 Solicitations: Door-to-door solicitations shall be prohibited by non-residents of Royal Oaks. A City of Houston approved "NO SOLICITATION" sign shall be posted at each entrance into the subdivision.

4.26 Annoyances, Nuisances and Illegal Activity:

(a) Nuisance: 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.

(b) Noise/Other Activity: 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.

(c) Sale of Alcohol/Controlled or Illegal Substances/Other Illegal Activity: No alcohol, beverages containing alcohol or any controlled or illegal substance shall ever be sold, or offered for sale, on any Lot or Common Area in Royal Oaks Subdivision, and said premises shall not be used for any vicious, illegal or immoral purposes, or for any purposes in violation of any applicable law, regulation, or any building, health or fire code.

4.27 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.

ARTICLE V **MISCELLANEOUS**

5.1 Duration and Amendment Process: The covenants, restrictions and conditions herein shall be binding upon all Owners and Lots, and all persons claiming thereunder for a period of ten (10) years from the date this instrument is recorded, after which period such covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years. Notwithstanding the preceding sentence, the covenants, restrictions and conditions herein may be revoked or amended at any time in whole or in part by an instrument signed and acknowledged by a majority of the then Owners of the herein above described Lots in Royal Oaks, such revocation or amendment to become effective when such instrument has been recorded in the Deed Records of Harris County, Texas.

5.2 Enforcement: The Association shall have the right, but not the duty, to enforce, by any proceedings at law or in equity, all assessments (including liens or charges), conditions, covenants, easements, reservations and restrictions now or hereafter imposed by the provisions of this Declaration. The authority of the Association 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 Association 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 Association or any Owner in enforcing the provisions of this Declaration.

5.3 Transition Rules: For the purpose of these Restrictions the following provisions shall apply:

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

(b) 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.

(c) 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 Control Committee.

(d) 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.

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

(f) The Association has the authority to interpret and enforce the above transition rules.

5.4 Utility and Drainage Easements: Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5.5 Notice: 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 Association at the time of such mailing. It shall be the Owner's obligation to inform the Association of his/her new mailing address.

5.6 Books and Records: 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.

5.7 Severability: Except as provided in Section 5.8, invalidation of any provision or provisions of any one or more of these Deed Restrictions by legislation, judgment or court order shall not affect the validity or enforceability of any of the other provisions.

5.8 Except as otherwise provided herein, these Deed Restrictions replace in their entirety all previously recorded deed restrictions for Sections 1 & 2, 3, 4 and 6 of Royal Oaks. If these Deed Restrictions are made invalid or unenforceable in their entirety by any legislation, judgment or court order, any previously recorded restrictions will be deemed reinstated and still in effect in accordance with the provisions thereof.

5.9 The headings in this Declaration are for convenience in reference only and do not limit or otherwise affect the meaning of any provision hereof.

ROYAL OAKS CIVIC ASSOCIATION, INC.

Richard J. Parker,
President of Royal Oaks Civic Association, Inc.

(Date)

THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

Suzi Ingle, PC
Comment:

This instrument was acknowledged before me on the _____ day of _____, 199____, by Richard J. Parker, who is the President of ROYAL OAKS CIVIC ASSOCIATION, INC., on behalf of said corporation.

Notary Public in and for the State of Texas