

AMENDED AND RESTATED
RESTRICTIONS, COVENANTS, CONDITIONS, AND EASEMENTS
FOR SHEPHERD FOREST, SECTION 1

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

WHEREAS, restrictions dated April 28, 1954, filed of record in Volume 2770, Page 93 of the Deed Records of Harris County, Texas, impose upon Shepherd Forest, Section 1, a subdivision located in the W.P. Morton Survey in Harris County, Texas, described according to map or plat thereof recorded in Volume ____, Page ____ of the Map Records of Harris County, Texas, all those certain restrictions, covenants, and conditions, therein set forth for the benefit of said property and each owner thereof (the "Section 1 Restrictions"); and

WHEREAS, the Section 1 Restrictions contain provisions for the amendment and extension of said restrictions by filing of record of an instrument executed by the owners of the majority of the Lots in Shepherd Forest, Section 1; and

WHEREAS, the undersigned, constituting a majority of the current Owners of Lots in Shepherd Forest, Section 1, desire to make certain amendments to and to restate the Section 1 Restrictions; and

WHEREAS, the undersigned, constituting a majority of the current Owners of Lots in Shepherd Forest, Section 1, desire to keep the development of said real property for the mutual benefit and pleasure of the property Owners in Shepherd Forest, Section 1, and, for the protection of such property values therein, desire to place on and against said real property certain protective and restrictive covenants regarding the use of such property;

NOW THEREFORE, the undersigned, constituting a majority of the current Owners of lots in Shepherd Forest, Section 1, do hereby make and file the following restrictions, easements, covenants, and conditions regarding the use and/or improvements on the Lots located in Shepherd Forest, Section 1 and do hereby or change and restate, pursuant to the provisions of the Section 1 Restrictions, the previous restrictions filed in the Harris County Deed Records, and do hereby declare all Lots in Shepherd Forest, Section 1 shall be subject and shall be conveyed subject to the following restrictions, covenants, and conditions:

ARTICLE I
DEFINITIONS

In these Restrictions, the following terms shall have the meanings indicated below, unless the context clearly indicates otherwise:

1.1 "Board" shall mean the duly elected and qualified Board of Directors of Shepherd Forest civic club.

1.2 "Deed Restriction Enforcement/Architectural Control Committee shall mean and refer to the committee who have been appointed by the Board to enforce these Restrictions and review and approve all plans and specifications for any construction or alteration of any building on any Lot or building site in Shepherd Forest, Section 1.

1.3 "Lot" shall mean and relate to any numbered plat of land shown on the recorded maps or plats of Shepherd Forest, Section 1, including any replat thereof, and any dwelling, structure, and all fixtures and other improvements thereon.

1.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (excluding those persons or entities having an interest merely as security for the performance of an obligation), of a fee simple title to any lot which is part of Shepherd Forest, Section 1.

1.5 "Restrictions" shall mean these Amended and Restated Restrictions, Covenants, Conditions, and Easements for Shepherd Forest, Section 1 as filed for record in Harris County, Texas.

ARTICLE II RESTRICTIONS

2.1 No Lot shall be used except for single-family residential purposes only, and no space in any other structure on any Lot shall be let, leased, or rented. No structure shall be erected, altered, placed or permitted to remain on any Lot or building site other than one detached single family residential dwelling, one private garage with a capacity of not more than two (2) cars and being capable of being used as a such, and other out-buildings incidental to residential use, except as specifically prohibited herein. The term "single-family as used herein shall refer to both the type of structure erected and the use of a Lot and shall be construed to exclude, without limitation, all multiunit occupancy (including without limitation, duplexes, apartments, or condominiums), hotels, half-way houses, drug rehabilitation centers or boarding houses or other group homes. The term "residential purposes" as used herein shall be construed to exclude all commercial and professional uses, and any storage in connection with any business or enterprise for profit.

2.2 All improvements on each Lot must be constructed in accordance with these Restrictions. No construction or alteration for which a building permit is required by the City of Houston shall be commenced without the plans for such construction or alteration having been submitted to and the prior written approval of the Deed Restriction Enforcement/Architectural Control Committee having been received by the homeowner. All plans and specifications submitted shall show in detail the foundation, floor plan, all exterior building materials, and a plot plan showing the location of all improvements on the Lot and with respect to the required building setback line set forth in section 2.4 below. All plans and specifications submitted in accordance with this Restriction shall be approved by the Committee if the construction or alteration proposed or described therein conforms to the requirements of these Restrictions. In the event that the Deed Restriction Enforcement/Architectural Control Committee is unable to indicate its approval or disapproval within thirty (30) days after the receipt of said plans and specifications, a written notification of extension for more time must be submitted to the homeowner within such thirty (30) day period.

In the event of death or resignation of any member of the Deed Restriction Enforcement/Architectural Control Committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority until the Board shall have appointed a new member of said committee. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

2.3 All construction or alterations subject to the Restrictions must be completed with due diligence and in any event within nine (9) months from the date the building materials are placed on the Lot or a building permit is received, whichever occurs first, unless extended in writing by the Deed Restriction Enforcement/ Architectural Committee. No building material of any kind or character shall be stored on any Lot until the owner is ready to begin initial construction or improvements; and then such material shall be placed within the property lines of the Lot on which the improvements are to be completed, and shall not be placed in the streets, or between curbs and property lines. No Lot shall be used for storage of material and equipment (except for normal residential requirements or incident to construction of improvements thereon as herein permitted) or as a dumping ground for solid wastes. When new construction or renovation has commenced, the Owner shall be responsible for ensuring that an adequate number of trash containers are provided to store construction debris while construction is in progress.

If a residential dwelling located on a Lot covered by these Restrictions is destroyed in whole or in part or rendered uninhabitable by fire, wind, rain, or any other disaster, or is condemned by the City of Houston, or any other governmental entity having jurisdiction, then the Owner or Owners of the Lot shall either begin repair, rebuilding and/or restoration of improvements or clear the lot of debris as soon as reasonably practical, but in any event no later than six (6) months of the date of such disaster or condemnation. Upon written application, extensions may be granted by the Deed Restriction Enforcement/Architectural Control Committee, at its discretion.

All improvements and structures on any Lot must be of a neat and attractive design and appearance, in harmony with the external design or existing structures in the subdivision, with hip, ridge, or gable roofs, and new wood painted with not less than two (2) coats of paint or stain.

2.4 No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that a detached garage or other detached out-building shall be located sixty-five (65) feet or more from the front lot line and shall not be located nearer than three (3) feet to an interior lot line. For the purpose of this covenant, eaves, steps or open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

2.5 No Lot shall be re-subdivided into nor shall any dwelling be erected or placed on any Lot having a width of less than fifty-eight (58) feet at the minimum building set-back line and an area of less than 6600 square feet, except that dwellings may be erected or placed on Lots numbered 462, 466, 469 and 473 in Block 27, as shown on the recorded plat.

2.6 No noxious or offensive activities shall be carried on upon any Lot or street nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or fowl of any kind may be kept on any Lot or in any structure. No hazardous material or waste may be stored on any Lot or in any structure if such material or waste is of a type or quantity which would, under applicable federal, state, or local law, regulation, or ordinance, require a permit or some other form of registration.

2.7 Carports are strictly prohibited on any Lot situated in the subdivision, except those already in existence prior to the effective date of these Restrictions. No structure shall be moved onto any Lot without prior approval of the Deed Restriction Enforcement/Architectural Control Committee. No basement, trailer, tent, shack, camper, garage, barn, or other outbuilding erected or placed on any Lot shall be used as a residential dwelling at any time, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

2.8 No recreational vehicle, motor home, camper, bus, towable equipment or machinery, boat, trailer or other over-sized vehicle of any sort shall be parked on any portion of the Lot forward of the residence building line for more than seventy-two (72) hours in any calendar month. The parking or standing of any vehicle on any portion of the Lot other than on the driveway or other paved concrete surface is prohibited. No mobile home, whether or not wheels are attached, shall be placed on any Lot at any time, either temporarily or permanently.

2.9 The ground floor area of the main structure of any residential building shall be not less than 1,000 square feet, exclusive of open porches and garages.

2.10 Easements for utility installation and maintenance affecting all Lots in Shepherd Forest, Section 1 are reserved as shown on the recorded plan and, in addition to the easements designated on said plat, there is hereby designated and dedicated for the use of all public utilities companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easements as dedicated on said plat.

2.11 All single-family dwellings and other structures on any Lot must be maintained as to present a neat and attractive appearance. Any existing carport must be maintained so as to present a neat and attractive appearance. Failure to maintain such other structure or carport shall require the structure or carport to be removed.

2.12 Ground cover of vegetation must cover at least a majority of the front portion of any Lot and must be maintained so as to present a neat and attractive appearance. Dead, diseased, or damaged trees, shrubs, vines and other plants shall be promptly removed, and all vegetation shall be maintained so as not to become a nuisance or hazard. No fence, wall, hedge nor any pergola or any other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any Lot, forward of the front building line of said Lot, without the written consent of the Deed Restriction Enforcement/Architectural Control Committee.

2.13 No sign of any kind shall be displayed to the public view on any residential Lot, except one (1) sign not more than five (5) square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction or sales period, signs related to civic club events, or signs not more than three (3) feet square advertising candidates for political office.

2.14 No trash, rubbish, garbage, or other solid wastes will be kept or allowed to remain on any Lot except in sanitary containers and in accordance with all city, county, state and federal regulations and ordinances. No working or non-working appliances nor any household furniture or any furniture other than lawn furniture shall be stored or placed on any Lot. No dumpsters or large containers of any type shall be permitted on any Lot except those incident to construction of improvements thereon as herein permitted.

2.15 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 boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

2.16 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and do not violate any City of Houston ordinances.

2.17 No building shall be placed nor shall any material or refuse be placed or stored on any Lot within 20 feet of the property line or any part or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

2.18 Lots designated "Reserved for Commercial Use" on the recorded plat are reserved for retail business, professional offices and service use only, and any structures on these Lots, or any use of these Lots shall comply with sections 2.2 and 2.10 hereinabove and must be maintained as to present a neat and attractive appearance.

2.19 No beer, wine, liquor or other alcoholic beverages, mood-altering drugs or herbal medicines of any kind will be manufactured, produced or sold on any Lot.

2.20 No antenna, satellite dish, or guy wire shall be erected or maintained on any portion of any Lot forward of the building line of such Lot.

2.21 No Owner or occupant of any Lot in Shepherd Forest, Section 1, nor any visitor or guest thereof shall be permitted to perform work upon any motorized vehicle of any kind, including boats, in driveways on Lots or upon streets abutting such Lots, except that such work may be performed on such vehicles as are owned by the Owner or occupant during a period not to exceed seventy-two (72) hours per calendar month.

2.22 Protective screening areas are established on a five (5) feet strip along the west property lines of Lot No. 293, Block 16, Lots 319 and 327, Block 20, Lots 337 and 349, Block 19, and Lot 363, Block 18; and as a five (5) foot strip of land along the east property lines of Lot 364, Block 21, Lots 375 and 386, Block 22, Lots 397 and 400, Block 23 and Lot 419, Block 24. Planting, fence or walls shall be maintained throughout the entire length of such areas by the Owner or Owners of such Lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the installation and maintenance of screening, utilities and drainage facilities.

ARTICLE III NONCONFORMING STRUCTURES

3.1 Any improvement or structure on a Lot that does not comply with the terms of these Restrictions and that was actually and lawfully in existence prior to the effective date of these Restrictions shall be considered, a nonconforming structure. A nonconforming structure that has been and is in continuous existence as of the effective date of these Restrictions shall not be affected

by the terms hereof; and no provisions contained herein shall be enforceable against any Owner whose nonconforming structure falls within the terms and consideration of this article; provided, however, that after the effective date of these Restrictions, should the use of a nonconforming structure be discontinued for a continuous period of three (3) months, such structure shall be presumed to be abandoned and shall thereafter be in violation of these Restrictions; and further provided, that any nonconforming structure must be maintained in accordance with these Restrictions and shall not be enlarged, expanded, or extended. Any period of discontinuance directly caused by government actions, labor strikes, material shortages, fire or other casualty or acts of God, and without intentional contributing fault of the low owner, shall not be considered in calculating the length of discontinuance pursuant to this article for the purpose of establishing abandonment.

ARTICLE IV
MISCELLANEOUS

4.1 These Restrictions, as amended from time to time, are to run with the land and shall be binding on all parties and on all persons claiming by, through, or under them until _____, 2009 at which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority (50% plus 1) of the then Lot Owners in Shepherd Forest, Section 1 has been recorded in the records of Harris County, Texas, agreeing to change these Restrictions in whole or in part.

4.2 If any of these Restrictions are violated, it shall be lawful for any Owner of a Lot in Shepherd Forest, Section 1 or the Board to enforce the performance of these Restrictions and to enjoin the violation or attempted violation of the same, at law or in equity, and in addition thereto shall be entitled to injunctive relief, and shall also be entitled to any damages or other dues for violations of these Restrictions.

4.3 Invalidation of any one of these Restrictions by judgement or court Orders shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, each individual Owner on the date indicated has executed these Restrictions, to be effective when filed for record in the Real Property Records of Harris County, Texas.

[SIGNATURES ON FOLLOWING PAGES]