

AMENDMENTS TO DEED RESTRICTIONS
FOR OUTPOST ESTATES SECTION II

STATE OF TEXAS

§

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: THAT

REFERENCE is hereby made to an untitled instrument dated February 8, 1952 filed under Clerk's File No. 970192, Volume 2401, Pages 224-227 of the Deed Records of Harris County, Texas; to Amendments to Deed Restrictions for Outpost Estates Section II dated February 18, 1982 filed for record under Clerk's File No. H442327, Film Code Nos. 014-84-0454 through 014-84-0469; Amendment to Deed Restrictions of and for Outpost Estates Section II dated September 17, 1985 filed for record under Clerk's File No. J269804, Film Code Nos. 030-65-0230 through 030-65-0250; Amendment to Deed Restrictions of and for Outpost Estates Section II dated May 14, 1987, filed for record under Clerk's File No. L468971, Film Code Nos. 111-00-0242 through 111-00-0259; Amendment to Deed Restrictions of and for Outpost Estates Section II dated May 14, 1987, filed for record under Clerk's File No. L468972, Film Code Nos. 111-00-0260 through 111-00-0277; Amendment to Deed Restrictions of and for Outpost Estates Section II dated May 14, 1987, filed for record under Clerk's File No. L468973, Film Code Nos. 111-00-0278 through 111-00-0295 adopting and declaring, then amending restrictive covenants (which together with these Amendments are hereinafter called the "Restrictions") upon OUTPOST ESTATES, SECTION II, a subdivision according to the map or plate thereof filed under Clerk's File No. 964773 of the Real Property Records of Harris County, Texas (the "Subdivision").

WHEREAS, the Restrictions provide that "...fifty-one (51 %) per cent of the lot owners may at any time amend or change these restrictions as they in their discretion may see fit. "; and

WHEREAS, the undersigned are fifty-one per cent or more of the current lot owners of lots in OUTPOST ESTATES, SECTION II;

NOW, THEREFORE, for and in consideration of the premises aforesaid and the further purpose of better establishing a common plan for use of the property in the Subdivision for single family residential purposes only, the Restrictions are amended and changed as follows:

1. These covenants are to run with the land and are for the protection, use and benefit of each and every purchaser of the lot or lots in said subdivision, their heirs, assigns and legal representatives, and shall be binding on all such parties and all persons claiming under them for a period of fifty (50) years from the date that these building covenants and restrictions are recorded, and after such time these said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of said lots has been recorded agreeing to change the said covenants in whole or in part, provided further however, that fifty-one (51%) percent of the lot owners may at any time amend or change these restrictions as they in their discretion may see fit.

2. If any of said parties, their heirs, legal representatives, or assigns shall violate, or attempt to violate, any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property or interest therein situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him, or them from so doing, or to recover damages, or other relief due for such violation.

3. The invalidation of any one of these covenants or any part thereof by judgement of court, or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

In accordance with Section 4 of the Restrictions, Ed Fritcher, 4511 Langtry, Section 2, chairman; Danny Caperton, Section 1; Don Parsons, Section 3; Keith Kipp, Section 1; and David Skrehot, Section 3 are hereby elected to serve on the architectural control committee. The names of members of the architectural control committee will change as new elections are held.

"4. The approval below mentioned shall be required of the architectural control committee. The architectural control committee shall be composed of not less than three (3) nor more than five (5) members. Three members, one from each of Sections I, II, and III, shall be elected by the members of Outpost Estates Civic Club Incorporated (the "Civic Club") by vote of a plurality of the members of the Civic Club voting. Up to two members shall be appointed by the board of directors of the Civic Club. Each member of the architectural control committee shall serve for two years or less in accordance with the term(s) of office set by the board of directors of the Civic Club. The president of the Civic Club shall appoint the chairman of the architectural control committee. Any member of the architectural control committee may be removed by the members of the Civic Club by a majority vote of the members of the Civic Club present in person or by proxy at the meeting at which such a vote is taken. The architectural control committee members shall have the authority to approve or disapprove any improvements to be erected in the Subdivision. The decision of the architectural control committee shall be binding, provided that any owner aggrieved by a decision of the committee may appeal the same to the board of directors of the Civic Club within fifteen (15) days of the receipt of such decision. The decision of the board of directors shall be final and absolute. The architectural control committee shall have full authority to maintain architectural harmony within the Subdivision, to maintain suitable standards of construction consistent with the Restrictions and the owners' intent to maintain an exclusive residential subdivision.

Upon removal, resignation, or death of any member of the architectural control committee, the board of directors of the Civic Club shall, within thirty (30) days, designate a person to fill the vacancy or vacancies. Provided, however, until the vacancy or vacancies shall have been filled, the remaining members of the architectural control committee, whether one or more, shall have the full authority to act and perform all the duties of the committee.

The architectural control committee shall act by a majority vote of the members of the committee then sitting.

No member of the architectural control committee shall be entitled to compensation for services performed, but any member shall be entitled to reimbursement for any reasonable and necessary expenses incurred in furtherance of his or her duties. The architectural control committee may, subject to approval by the board of directors of the Civic Club, employ one or more architects, engineers, attorneys, accountants, designers, secretaries or such other persons reasonably necessary to assist the committee in carrying out its duties. Notwithstanding the foregoing, to the maximum extent allowed by law, in the event of actual or threatened litigation, administrative hearings, or other proceedings, the members of the committee and the officers and members of the board of directors of the Civic Club shall be entitled to be reimbursed, or have paid directly their reasonable and necessary attorney's fees and other related expenses by the Civic Club.

The Civic Club shall and hereby agrees to protect, indemnify, and hold harmless the members of the architectural control committee, and the officers and members of the board of directors of the Civic Club from any and all liabilities, costs, and losses, together with reasonable and necessary expenses incurred by them or

any of them in matters related to the exercise of the powers vested in the architectural control committee and the other functions hereunder, save and except only for acts of fraud and gross negligence."

5. No building shall be erected, placed, or altered upon any lot until the construction plans and specifications and a plan showing a location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. No fence, or wall shall be erected, placed, or altered upon any lot nearer to any street than the minimum building set-back line, unless similarly approved.

"Prefabricated or modular buildings shall require the prior approval of the architectural control committee at least ten (10) days before such buildings are delivered to property within the Subdivision."

Section 6 is amended as follows (changes in bold and underlined):

6. The said committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representatives, fail to approve or disapprove within the thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall have been deemed to have been fully complied with.

"The plan showing a location for the improvements and the construction plans and specifications for any proposed improvement to be erected, placed, or altered upon any lot in the Subdivision shall be submitted to the architectural control committee as follows:

A. First, the owner shall submit a preliminary design. This submission shall reflect the site plan, roof plan, floor plan, all elevations, and further improvements and shall be drawn (freehand or otherwise) to a generally accepted architectural scale. The action of the architectural control committee at this stage of submission shall be deemed advisory only.

B. Second, the owner shall submit for review by the architectural control committee a full set of final detailed construction plans and specifications which must include, but is not necessarily limited to: (i) a site plan reflecting the location and dimensions or boundaries of all easements, lot lines, setback lines, foundations (with elevations), walks, drives, fences, and any other improvements to be located thereon; (ii) foundation plan; (iii) floor plan; (iv) exterior elevations; (v) framing sections; and (vi) materials list.

Construction documents shall be submitted to the chairman of the architectural control committee. The architectural control committee will make its final decision based upon the construction documents submitted to it. Changes in plans or specifications for an approved application shall be submitted on the same basis as an original application. Failure by an owner to submit the preliminary plan and the construction documents to the architectural control committee shall constitute a violation of the Restrictions. If any submitted construction plans denote a business, said construction plans must be disapproved.

Approval by the architectural control committee must be completed prior to the owner applying for a City of Houston building permit and is conditioned upon the owner receiving such a permit. If the City of Houston does not issue a building permit for the proposed improvements, then the approval issued by the architectural control committee shall, automatically, be rescinded as to such improvements. A copy of the approved building permit and plans stamped by the City of Houston must be submitted to the architectural control

committee before commencement of any construction. Inconsistencies in permitted plans and approved plans are a violation of the Deed Restrictions for Outpost Estates which may be enforced by an action at law and/or equity by the Civic Club, the architectural control committee, or any Owner of a lot within Outpost Estates.

The architectural control committee shall have full power and authority to reject any plans and specifications that do not comply with the Restrictions, that do not meet the required standards of ordinances and codes of the City of Houston, or that are not compatible with the overall character and aesthetics of the Subdivision. The architectural control committee shall have the right to grant minor variances from the Restrictions and standards or practice in a specific instance where the committee in good faith deems that such variance will not adversely affect the architectural and environmental integrity of the Subdivision. All variances shall comply with all applicable governmental laws, rules, statutes, ordinances, orders, and decrees."

7. No lots are recorded in the original plat shall be further subdivided or otherwise reduced in area.

From the recorded date of this amendment and following, only one (1) single family residential dwelling shall be constructed on any one (1) lot. Said residence shall have a minimum living area of 2,000 square feet and shall not exceed two (2) stories in height. Further, said residences shall be occupied by a single family living as an individual family unit.

However, one (1) garage apartment or servant's quarters can be constructed at the rear of a lot on which a permanent residence has been constructed. Said garage apartment or servant's quarters may be occupied by domestic servants, family members or guests on a temporary basis. Said structure shall not be used for rental purposes, and shall be an integral part of the garage for the permanent residence.

All residences shall conform to the City of Houston Building Code, and shall also conform with the quality of work and harmony of colors existing in the neighborhood.

"8. No cattle, swine, pig, hog, emu, male goat, mule, donkey, steer, bull, or other non-domesticated animal shall be raised, bred, or kept on any lot. Consistent with its use as a residence, horses, cats, and no more than three dogs, one milching (milking) goat, may be kept on a lot, provided that they are not kept, bred or maintained for any business or commercial purposes, do not otherwise cause a nuisance and are within the guidelines of ordinances of the City of Houston.

Notwithstanding the aforesaid, FFA student projects may be maintained as long as they do not cause a nuisance, are maintained within the guidelines of ordinances of the City of Houston, and such FFA students are residents of Outpost Estates. An "FFA Student Project" sign shall be placed on such resident/student's yard so that project can be exempted from these Restrictions."

9. No trailer, basement, tent shack, or garage, barn or any other building erected on this tract shall be at any time used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. Easements affecting all lots in this tract are reserved as shown on the recorded plat above referred to for the installation and maintenance of utilities and drainage facilities, and in addition to the easements designed on said plat, there is hereby designated and dedicated for the use of all public utilities companies and unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easement as designated on said plat.

11. No building or structure shall be located on any lot nearer to the front line or nearer to the side street lines than the minimum building set-back line shown on the recorded plat of this sub-division. Eaves, steps and open porches shall not be considered as a part of a building, but this definition shall not permit any portion of a building including the aforesaid to encroach upon an adjoining lot, except when two or more adjacent lots are used as one building plot.

12. No building, residence, or structure of any kind shall be erected closer than twenty (20) feet to the side property lines.

"13. No outbuildings or other structures, except garages, shall be constructed anywhere on any lot other than the rear fifty feet (50') thereof, or as shown by plat. Outbuildings shall be constructed of residential type materials and details consistent with the residence on same lot and not any taller than a one story residential home with a minimum eight foot (8') eave, with the exception of a garage apartment. No more than three (3) outbuildings may be constructed or placed on a lot. No outbuilding shall have a floor area larger than 625 square feet, and the total floor area of all outbuildings shall not exceed 900 square feet."

Section 13 of the Restrictions is amended by deleting the existing language and replacing it with the following:

Dwellings may have an attached garage capable of housing a maximum of three (3) full-size vehicles, provided however that in no case may such attached garage exceed 950 square feet.

In addition to an attached garage as set out above, a home site may have up to three outbuildings (one of which may be a detached garage), the largest of which may not exceed 950 square feet. The aggregate square footage of all three outbuildings may not exceed a total of 1600 square feet. By way of example, and not limitation, a home site may have one detached garage or outbuilding with a maximum square footage of 950 square feet, and two additional outbuildings whose total may not exceed 650 square feet.

All non-residence structures shall be placed behind the residence and shall not encroach any setback lines. Carports are prohibited.

All the structures allowed by this section are subject to Section 6 herein as well as all other deed restrictions.

14. No signs or billboards shall be erected or maintained on any lot.

"Temporary signs such as for sale, for rent, or garage sale shall not be any larger than 18" x 24".

Section 14 of the Restrictions is amended by deleting the existing language and replacing it with the following:

No signs, billboards, exterior colored lighting (whether illuminated or not) and interior colored lighting visible from the exterior shall be allowed on any lot.

Notwithstanding the foregoing, temporary for sale, for rent, garage sale, children award, political, school participation and civic association (e.g., yard of the month) signs are permitted up to 18" x 24". One three-day garage/estate sale per residence is allowed each calendar year and garage/estate sale signs are

allowed to remain present for a maximum of three days. Additionally, lights and holiday decorations may be displayed for four weeks prior to and two weeks after the official holiday date.

15. Deleted from old deed restrictions.
16. All buildings, residences and other structures shall be painted with at least two (2) coats of paint.

"The painting scheme for houses and outbuildings shall be of neat appearance and compatible with the general aesthetic scheme of the Subdivision at all times, including colors already in use."

17. At no time shall any truck or commercial vehicle having a rated load capacity in excess of one (1) ton be parked on any residential lot or on any street in OUTPOST ESTATES, SECTION II, other than as may be reasonably required incident to construction on lots in OUTPOST ESTATES, SECTION II, or delivery or pick-up of goods, wares, materials or property to or from lots in said subdivision. In no event, shall any truck or commercial vehicle having a rated load capacity in excess of one (1) ton be parked overnight or stored on any residential lot in OUTPOST ESTATES, SECTION II.

"Nor shall any aircraft, mobile home, tractor, trailer, boat rigging, unused or inoperable automobile, towable or self-propelled machinery or equipment longer than 34 feet, or other offensive object be parked on any street or kept on any lot in the Subdivision."

18. No boat, travel trailer, utility trailer, camper, or recreational vehicle/motor home, shall be parked in front of any lot in OUTPOST ESTATES, SECTION II, or in any driveway or other portion of any lot, past the front building line of any house.

"No more than three (3) pieces of the following equipment shall be visible on any lot at any given time: i) boat or watercraft; ii) recreational vehicle; iii) camper unit or trailer; or iv) towable or self-propelled machinery or equipment measuring less than or equal to 34 feet. Any such equipment kept or stored on a lot must be owned by the occupant of such lot. Such equipment must be stored entirely within all building lines on the lot and shall not extend past the front building set back line of the lot."

No owner or occupant of any lot in the Subdivision nor any visitor or guest shall be permitted to perform work on automobiles, other vehicles, or boats or watercraft in driveways or streets other than work of a temporary nature. As used in this section, "temporary" means that the automobile, vehicle, or watercraft shall not remain in driveways in excess of a total of ten (10) calendar days, or in streets in excess of one (1) day or such shorter time as is mandated by ordinance or code of the City of Houston.

All parking shall be within the building set back lines shown on the recorded Subdivision plat; provided that boats are allowed only as described above and parking incident to construction or repair of improvements, including a house or houses in the immediate vicinity, or for the delivery of goods or merchandise to such house or houses. All automobiles and allowed pickup trucks shall be parked on improved, all weather, surfaced driveways. There shall be no parking on the grass."

19. No trade or business activity or commercial enterprise or advertising of any kind shall be carried on upon any lot in OUTPOST ESTATES, SECTION II, nor shall anything be done thereon which may be or become noxious or offensive or any annoyance or nuisance to the neighborhood.

20. No television satellite receiving disk or any other antenna or reception device secured to the ground shall be constructed, placed or permitted to remain on any portion of any lot in OUTPOST ESTATES, SECTION III, any closer to the street than the back building line of any house.

21. Except in an emergency or when other unusual circumstances exist as determined by the architectural control committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 9:00p.m. local time, for a maximum of nine (9) months per Project, including all phases thereof.

22. No Lot shall be used for the storage of commercial products, liquid, solid or otherwise. Building materials may remain on a lot for a reasonable time, so long as the construction on such lot progresses without undue delay, after which time such materials shall either be removed from the lot or stored in a suitable enclosure on the lot. Under no circumstances shall building materials be placed or stored on any street, or placed between the pavement and property line or on a property line.

23. Damaged structures or improvements shall be promptly removed or repaired at the sole cost and expense of the owner or occupant of a lot. Structures or improvements which have been heavily damaged or destroyed shall be demolished and removed from a lot within six (6) calendar months from the date of loss or damage thereto, including but not limited to, clearing the subject lot. All such work shall be done at the sole cost and expense of the owner or occupant and in accordance with the requirements of ordinances and codes of the City of Houston. Houses may be rebuilt based on original specifications on existing slabs even if such a structure does not comply with the minimum size requirements of the Restrictions. However, if the original slab is not used or is modified in any way, the requirements of the Restrictions shall apply to the building of improvements on the lot.

24. No fences or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision plat. Maximum height for fences shall be six feet, six inches (6'6"), except for: (i) decorative flares on the fence, and (ii) lots which abut commercial areas outside the Subdivision, in which case the perimeter fence abutting such commercial area(s) shall not exceed eight feet (8') unless approved by the City of Houston. Notwithstanding the foregoing, brick columns may be erected up to twelve inches (12") higher than the maximum fence height for the particular area. All hedgerows or shrubs serving the same purpose as fences shall conform to height limitation for fences herein or as set by applicable ordinance or code of the City of Houston.

Section 24 of the Restrictions is amended by adding the following:

Lots with Clay Road frontage shall be permitted to construct a fence in the front of the property within ten feet of the lot line subject to review and approval of location plans and materials by the architectural control committee. The fence shall not encroach any easement and construction shall consist of brick, wrought iron, cement post or any other materials approved by the architectural control committee excluding chain link and wood. No Lot shall use barbed wire or wire constructed similar to barbed wire.

25. There shall be no decorative bird baths, fountains, lawn statues or structures over five (5') feet in size placed on front lawns of any lot in the Subdivision unless the specific item has been approved in advance by the architectural control committee.

Section 25 of the Restrictions is amended by deleting the existing language and replacing it with the following:

Bird baths and fountains are allowed up to five feet in height and width and are subject to prior written architectural control committee approval.

26. Neither the Civic Club nor any officer or member of its board of directors nor the members of the architectural control committee shall be liable to any owner for any act of commission or omission in furtherance of their duties under the Restrictions except for gross negligence or willful misconduct."

There is added to the Restrictions a new section as follows:

Section 27. Metal siding is prohibited for use on all structures, patio covers, residences and any outbuilding that is greater than 200 square feet. Roofs shall be finished with a single color and in a material approved in writing by the architectural control committee (approved materials: composition shingles, tile, seamless metal, copper, slate or aluminum shingles).

Except as specifically changed or amended hereby, the Restrictions are and shall remain in full force and effect.

To the extent that there exists or remains any use not conforming to this Amendment as of the date of the filing of this Amendment in the Real Property Records of Harris County, Texas, there shall be granted to the owner of the lot not in conformity herewith a variance for such nonconforming use; provided however, that such nonconforming use would not have been a violation under the Restrictions in force prior to this Amendment. In addition, and further provided, that if such nonconforming use is replaced or materially altered, such replacement or alteration shall fully conform to all Restrictions including this Amendment.

Outpost Estates Civic Club Incorporated joins in this instrument to acknowledge and consent to its responsibilities and authority as set forth herein.

IN WITNESS WHEREOF, we have hereunto set our hand on the date set forth in each signature, this instrument to be effective as of 2003.

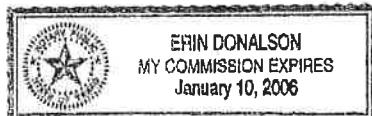
Outpost Estates Civic Club Incorporated
a Texas nonprofit corporation

Signed this 18th day
of April, 2003.

Jacqueline E. Walker
Jacqueline E. Walker, President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of April, 2003, by Jacqueline E. Walker, president of Outpost Estates Civic Club Incorporated, a Texas nonprofit corporation, on behalf of said corporation.



Erin Donalson
Notary Public - State of Texas

W. Maitto:

Jacqueline E. Walker
4607 Frontier Dr.
Houston, TX 770