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2005 AMENDMENT TO FONN VILLAS RESTRICTIONS

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

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WHEREAS, by instruments executed and filed for record prior to 1966 in the Official Public Records of Real Property of Harris County, Texas, Kickerillo Development Company, a Texas Corporation, established restrictive covenants (the "Fonn Villas Restrictions" or "Deed Restrictions") running with the land situated in the FONN VILLAS SUBDIVISION;
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WHEREAS, by instrument filed for record October 26, 1973, in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. E007868 and recorded under Film Code No. 169-34-0312 in the Official Public Records of Real Property of Harris County, Texas, the majority of the owners of the lots in FONN VILLAS SUBDIVISION amended the restrictive covenants running with the land situated in said FONN VILLAS SUBDIVISION; and

WHEREAS, by instrument filed for record October 01, 1984, in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. J717131 and recorded under Film Code No. 095-95-0370 in the Official Public Records of Real Property of Harris County, Texas, the majority of the owners of the lots in FONN VILLAS SUBDIVISION amended the restrictive covenants (the "Fonn Villas Restrictions") running with the land situated in said FONN VILLAS SUBDIVISION; and

WHEREAS, the following definitions are adopted by the membership and are added in their entirety to the Fonn Villas Restrictions as follows:

DEFINITIONS

1. **“Architectural Control Committee”** or **“ACC”** shall mean and refer to a committee having full and complete authority to approve or disapprove any Structure, fence, wall, or other Improvement, or changes or alterations on any Lot, and its judgment shall be final. The ACC shall be composed of the officers of the Fonn Villas Civic Association and the Architectural Standards Committee chairperson. The chairperson of the ACC shall be the President of the Fonn Villas Civic Association or the Vice-President, in the absence of the president. A quorum will be four (4) members with a majority vote required and in case of a tie vote, or appeal, the matter will be referred to the Board of Directors of the FVCA. In the event of death or resignation of any member of said 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.
2. **“Architectural Standards Committee”** or **“ASC”** shall mean a committee designated by the Architectural Control Committee to approve or disapprove any Structure, fence, wall or other Improvement, or change or alterations on any Lot.
3. **“Board of Directors”** shall mean the Board of Directors of the Fonn Villas Civic Association, Inc., as defined by the Fonn Villas Articles of Incorporation.
4. **“Buildings”** shall mean the Residential Unit, Garage and/or Related Quarters erected on or affixed to a lot.
5. **“FVCA”** shall mean the Fonn Villas Civic Association, Inc., a Texas non-profit corporation, as defined in the Articles of Incorporation of the Fonn Villas Civic Association, Inc.
6. **“Garage”** shall mean a fully enclosed Structure equipped with operating doors, attached or detached from the Residential Unit, designed for two (2) or three (3) cars.
7. **“Guidelines”** shall mean the FVCA Guidelines for Architectural and Neighborhood Standards, a separate document that is controlled by the FVCA and which may be revised and updated from time to time by the Board of Directors.
8. **“Hedge”** shall mean a fence of bushes or small trees.
9. **“Improvement/s”** shall mean any tangible material erected on or affixed to a Lot, including landscaping, sidewalks, driveways, Building, Structure, fixture, residence, Garage, swimming pool, hot tub, porches, porte-cocheres, fences, etc.
10. **“Lot”** and/or **“Lots”** shall mean each of the numbered plots of land shown on the maps or plats of the Fonn Villas Subdivision which are subject to the Deed Restrictions.
11. **“Maintenance Fund”** shall mean that fund created by the payment of the annual assessment by the owners of Lots in Fonn Villas Subdivision as provided for in these Deed Restrictions and managed by the Board of Directors of the Fonn Villas Civic Association.
12. **“Private Community Club”** shall mean a community club, encompassing the entire property as indicated in Reserve A in Section III and Reserve A in Section IV of the Fonn Villas Subdivision, “organized to exclusively promote the public interest of the Fonn Villas area of Harris County, Texas by owning and operating a swimming pool

for its members”, as defined in the Fonn Villas Swim Club, Inc. Articles of Incorporation dated 3/21/1962.

13. **“Related Quarters”** shall mean a living area separate from the Residential Unit that is constructed over or contiguous to the Garage. Said Related Quarters must be attached to the Residential Unit by, as a minimum, a completely enclosed and roofed hallway. Related Quarters may only be occupied by members of the Single Family occupying the Residential Unit. No Lot shall have more than one Residential Unit.

14. **“Residential Purposes”** shall be construed to exclude hospitals, clinics, duplex houses, town houses, apartment houses, garage apartments, patio homes, boarding houses, nurseries, day care centers, residences for transients, hotels; and to exclude commercial and professional uses whether from Residential Units, Garages, Related Quarters, or any outbuilding or otherwise, which, as determined at the sole discretion of the Board of Directors, are a nuisance or create unsightly appearances, objectionable noise or objectionable vehicular and/or pedestrian traffic.

15. **“Residential Unit”** shall mean and refer to the main residence of a Single Family, which includes the kitchen; and exclusive of the Garage or Related Quarters.

16. **“Single Family”** shall mean either (i) husbands and wife, their dependent children and their dependent parents, grandparents, grandchildren, brothers, and sisters who all are members of a single family related by blood, marriage or adoption; or (ii) one or more persons not so related but who are maintaining a common household with a common kitchen and dining area in a Residential Unit on a non-profit, non-commercial basis; and (iii) the domestic help of either, subject to the approval of the ACC.

17. **“Single Family Detached”** shall mean a single Residential Unit plus a Garage that may or may not have a Related Quarters constructed over or contiguous to it, all containing only one kitchen, for the use by a Single Family, and all for Residential Purposes only.

18. **“Structure”** shall mean any construction using tangible material erected on or affixed to a Lot.

19. **“Subdivision”** as defined by the Bylaws of the Fonn Villas Civic Association, Inc.

WHEREAS, covenant and restriction “(a)” of the aforesaid Fonn Villas Restrictions provides as follows:

(a) Subject to the exceptions specified below, no lot shall be used except for residential purposes except Reserve A in Section III of FONN VILLAS SUBDIVISION and Reserve A in Section IV of FONN VILLAS SUBDIVISION which shall be used for the Private Community Club as indicated on the respective maps of said Sections III and IV and the restrictions herein after set out shall have no force or effect on said Reserve A in Section III and Reserve A in Section IV. The term “residential purposes” as used herein excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and further excludes commercial and professional uses whether from homes, residences or otherwise, and all such uses of the aforesaid lots are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot

other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars.

However, Lot 25 in Block 4, Section I of FONN VILLAS SUBDIVISION may be used as a site for a realty sales office using the existing building. If the existing building is replaced, the plans for the new building must be approved by the Architectural Control Committee.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction “(a)” of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction “(a)” of the Fonn Villas Restrictions as follows:

- (a) Subject to the exception specified below, no Lot shall be used except for Residential Purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Single Family Detached dwelling not to exceed two stories in height. However, Lot 25 in Block 4, Section I of the FONN VILLAS SUBDIVISION may be used as a site for a realty sales office using the existing building. If the existing building is replaced, the plans for the new building must be approved by the Architectural Control Committee.

As long as the following properties are used for the purpose stated below, such properties shall be permitted as an exceptions to the restricted use only for Residential Purposes, but if such properties are no longer used as below stated, such properties shall thereafter be used only for Residential Purposes.

Reserve A in Section III of FONN VILLAS SUBDIVISION and Reserve A in Section IV of FONN VILLAS SUBDIVISION, shall be used only as a Private Community Club as indicated on the respective maps of said Sections III and IV; and in the event the property ceases to be used as a Private Community Club then the property is restricted to Single Family Detached dwellings with the same restrictions for Single Family Detached dwellings with Lots as shown in this document.

The disapproval of a Lot owners (i) application for an Improvement or (ii) unauthorized Improvement, by the ACC or its designated representative, may be appealed to the Board of Directors.

WHEREAS, covenant and restriction “(b)” of the aforesaid Fonn Villas Restrictions provides as follows:

(b) No building 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 have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by an Architectural Control Committee composed of the officers of the Fonn Villas Civic Association and the Architectural Standards Committee Chairman. The Chairman of the committee shall be the President of the Fonn Villas Civic Association or the Vice-President in his absence. A quorum will be five (5) members with a majority vote required and in case of a tie vote the matter will be referred to the Board of Directors of the Fonn Villas Civic Association. In the event of death or resignation of any member of said 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. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within forty-five (45) days after said 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 alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction “(b)” of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction “(b)” of the Fonn Villas Restrictions as follows:

(b) No Building, fence, wall or other Structure or Improvement shall be erected, altered, placed or permitted to remain on any Lot, nor shall any exterior addition to, or change, or alteration therein be made until the construction plans and specification describing the nature, kind, shape, height and materials and a Lot plan showing the location of the Building, fence, wall or other Structure or Improvement, have been approved in writing by the ACC prior to the commencement of construction as to harmony of exterior design, color and size with existing Structures in the Subdivision, as to location with respect to topography and finished ground elevation, and as to

compliance with these Deed Restrictions and any other architectural control standards which may have been promulgated by the FVCA. The disapproval of a Lot owner's (i) written application for an Improvement or (ii) an unauthorized Improvement, by the ACC, or its designated representative, may be appealed to the Board of Directors. In the event the ACC, or its designated representative, fails to approve or disapprove the written application within forty-five (45) days after said application has been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Any changes or amendments to the said plans and specification shall require a new application for approval by the ACC. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this covenant.

WHEREAS, covenant and restriction "(c)" of the aforesaid Fonn Villas Restrictions provides as follows:

(c) No building shall be located nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plats. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, nor nearer than 5 feet from the rear lot line, nor nearer than 3 feet from any side line provided, however, that as to such lots as face upon cul-de-sacs, a building may be located as near as 15 feet to the front lot line, and as to all lots where the garage is situated as near as 25 feet to the rear lot line, such garage may be situated as near as 3 feet from the side line. All improvements shall be constructed on the side 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.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(c)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(c)" of the Fonn Villas Restrictions as follows:

(c) No building shall be located nearer to the front Lot line or nearer to the side street than the building setback lines shown on the recorded plats. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, nor nearer than 5 feet from the rear Lot line, nor nearer than 3 feet from any side line, provided, however, that as to such Lots as face upon cul-de-sacs, a building may be located as near as 15 feet to the front Lot Line, and as to all Lots where the Garage is situated as near as 25 feet to the rear Lot line, such Garage may be situated as near as 3 feet from the side line. The Residential Unit

shall be constructed 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.

WHEREAS, covenant and restriction “(d)” of the aforesaid Fonn Villas Restrictions provides as follows:

(d) No residential structure shall be erected or placed on any building plot which plot has an area of less than 7,000 square feet or a width of less than 60 feet at the front building setback line.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction “(d)” of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction “(d)” of the Fonn Villas Restrictions as follows:

(d) No Single Family Detached Structure shall be erected or placed on any Lot, which Lot has an area of less than 7,000 square feet or a width of less than 60 feet at the front building setback line.

WHEREAS, covenant and restriction “(e)” of the aforesaid Fonn Villas Restrictions provides as follows:

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction “(e)” of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction “(e)” of the Fonn Villas Restrictions as follows:

(e) No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which is an annoyance or nuisance to the neighborhood.

WHEREAS, covenant and restriction "(f)" of the aforesaid Fonn Villas Restrictions provides as follows:

(f) No trailer, basement, tent, shack garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently nor shall any structure of a temporary character be used as a residence.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(f)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(f)" of the Fonn Villas Restrictions as follows:

(f) No trailer, basement, tent, shack, Garage, barn, or other outbuilding erected on the Lot shall at any time be used as a Residential Unit, temporarily or permanently, nor shall any structure of a temporary character be used as a Residential Unit.

WHEREAS, covenant and restriction "(g)" of the aforesaid Fonn Villas Restrictions provides as follows:

(g) No residential structure shall be placed on any lot unless its living area has a minimum of 1,800 square feet of floor area exclusive of porches and garage.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(g)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(g)" of the Fonn Villas Restrictions as follows:

(g) No Residential Unit shall be placed on any Lot unless its living area has a minimum of 1,800 square feet of floor area exclusive of porches and garage.

WHEREAS, covenant and restriction "(h)" of the aforesaid Fonn Villas Restrictions provides as follows:

(h) The exterior walls of all residences shall be at least fifty-one per cent brick, brick veneer, stone, stone veneer, concrete or other masonry type construct but said architectural control committee shall have the power to waive the masonry requirement so as to allow the erection of a residence of all redwood panel walls or all cedar panel walls. No residence shall have a roof other than cedar shingles without the prior written approval of said architectural control committee.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(h)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(h)" of the Fonn Villas Restrictions as follows:

(h) The exterior walls of all Residential Units shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction. No Buildings shall have a roof other than asphaltic fiberglass or aluminum type shingles, having a minimum thirty (30) year warranty without the prior written approval of the Architectural Control Committee.

WHEREAS, covenant and restriction "(i)" of the aforesaid Fonn Villas Restrictions provides as follows:

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plats.

Title to any lot or portion of lot conveyed by Owners shall not include title to water lines, sewer lines, or any public utility lines in these easements or streets.

The right of entry to any easement for the purpose of building, maintaining or repairing lines is expressly reserved and neither Owners or their assigns nor the operator

of any public utility shall be liable for damage to any plant, structure, or building on such easement, because of any such construction, maintenance or repair.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(i)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(i)" of the Fonn Villas Restrictions as follows:

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plats.

Title to any Lot or portion of Lot conveyed by owners shall not include title to water lines, sewer lines, or any public utility lines in these easements or streets.

WHEREAS, covenant and restriction "(j)" of the aforesaid Fonn Villas Restrictions provides as follows:

(j) The raising or keeping of hogs, horses, poultry, fowls, or other animals on any part of said FONN VILLAS SUBDIVISION is strictly prohibited, except that dogs, cats or other household pets, not more than two (2) may be kept.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(j)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(j)" of the Fonn Villas Restrictions as follows:

(j) The raising, breeding, or keeping of livestock, pigs, poultry, fowls, or other animals on any part of said FONN VILLAS SUBDIVISION is strictly prohibited, except that dogs, cats or other free-roaming household pets may be kept on a Lot, provided they are not kept, bred, or maintained for any commercial purposes and further provided, not more than a total of three (3) such pets may be kept on the Lot.

WHEREAS, covenant and restriction “(k)” of the aforesaid Fonn Villas Restrictions provides as follows:

(k) Bridges constructed over property line ditches shall be of concrete pipe and of a size not less than 18 inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction “(k)” of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction “(k)” of the Fonn Villas Restrictions as follows:

(k) In the event any Improvements on a Lot come into a state of disrepair or are damaged by natural disaster or casualty loss, said Improvements shall be repaired or replaced to their original or better condition and steps shall be taken to cure or remedy the condition within 30 days after written notification by the ACC. Alternately, a Lot owner may clear the Lot, and must take steps to do so within 30 days of written notice from the ACC, in order to return the Lot to the original vacant condition which existed prior to the placement of any and all Improvements to said Lot.

WHEREAS, covenant and restriction “(l)” of the aforesaid Fonn Villas Restrictions provides as follows:

(l) No water well, septic system, or cesspool shall be permitted. Residents must use water and sewerage services provided by Memorial Bend Utility Company until such time as those services are furnished by State, County, Municipal, or other governmental authorities.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction “(l)” of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(l)" of the Fonn Villas Restrictions as follows:

(l) No water well, septic system, or cesspool shall be permitted. Residents must use water and sewerage services provided by the City of Houston.

WHEREAS, covenant and restriction "(m)" of the aforesaid Fonn Villas Restrictions provides as follows:

(m) No spirituous, vinous, or malt liquors, or medicated bitters capable of producing intoxication, shall ever be sold, or offered for sale, on any site in this Subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use or occupancy or possession of any of the said sites.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(m)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(m)" of the Fonn Villas Restrictions as follows:

(m) No spirituous, vinous, or malt liquors, or medicated bitters capable of producing intoxication, shall ever be sold, or offered for sale, on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary departments, or building or fire code, regulation or instruction relating to or affecting the use or occupancy or possession of any of the said sites.

WHEREAS, covenant and restriction "(n)" of the aforesaid Fonn Villas Restrictions provides as follows:

(n) No sign of any kind shall be displayed to the public view except one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction “(n)” of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction “(n)” of the Fonn Villas Restrictions as follows:

(n) No sign of any kind may be displayed to the public view except one sign of not more than 5 square feet, advertising the property for sale or rent. The FVCA “Guidelines” may authorize additional signs.

WHEREAS, covenant and restriction “(o)” of the aforesaid Fonn Villas Restrictions provides as follows:

(o) 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.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction “(o)” of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction “(o)” of the Fonn Villas Restrictions as follows:

(o) 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.

WHEREAS, covenant and restriction "(p)" of the aforesaid Fonn Villas Restrictions provides as follows:

(p) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(p)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(p)" of the Fonn Villas Restrictions as follows:

(p) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of public view, except the location of a temporary dumpster or portable toilet, to be used on a renovation or construction project, must be approved by the ACC.

WHEREAS, covenant and restriction "(q)" of the aforesaid Fonn Villas Restrictions provides as follows:

(q) No fence, wall, hedge, nor any pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(q)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(q)" of the Fonn Villas Restrictions as follows:

(q) No fence, wall, Hedge, nor any pergola or other detached Structure shall be erected, grown or maintained on any part of any Lot forward of the front building line of said Lot.

WHEREAS, covenant and restriction "(r)" of the aforesaid Fonn Villas Restrictions provides as follows:

(r) Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any mortgage or deed of trust, or the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(r)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(r)" of the Fonn Villas Restrictions as follows:

(r) Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any mortgage or deed of trust, or the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

WHEREAS, covenant and restriction "(s)" of the aforesaid Fonn Villas Restrictions provides as follows:

(s) Grass and weeds are to be kept down on all vacant lots to prevent an unsightly appearance. This is an obligation of the owner and is done at his expense.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(s)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(s)" of the Fonn Villas Restrictions as follows:

(s) Grass and weeds are to be kept down on all Lots to prevent an unsightly appearance. This is an obligation of the owner and is done at the owner's expense.

WHEREAS, covenant and restriction "(t)" of the aforesaid Fonn Villas Restrictions provides as follows:

(t) Each lot shall be subject to an annual maintenance charge based upon the number of square feet of lot area, for the purpose of creating a fund to be known as the Fonn Villas Maintenance Fund, to be paid by the then owner of each lot in conjunction with the charges to be paid by owners of other lots in Fonn Villas. For the calendar year 1984 the annual maintenance charge is five (5) mills per square foot of lot area. Such annual charge may be adjusted by said Fonn Villas Civic Association from year to year as the needs of the property may, in its judgment require, but shall in no event be increased for any one calendar year by more than two mills per square foot of lot area over the maintenance charge set for the previous calendar year. An annual balance sheet of this fund will be mailed or delivered to each owner of property in FONN VILLAS SUBDIVISION. This maintenance charge shall be payable to Fonn Villas Civic Association, its successors and assigns, annually in advance on January 1 of each year and shall commence from the date of the conveyance of a lot by Kickerillo Development Company, or Fonn Villas Development Company, as the case may be, and is to be secured by a Vendors Lien reserved in the deeds from said development companies. Said lien securing said maintenance charge shall be subordinate and inferior to all valid purchase and improvement liens. All past due charges to bear interest from its due date until paid at the rate of six percent (6%) per annum.

Fonn Villas Civic Association shall apply the total of the funds so collected, so far as they may be sufficient, toward the payment for maintenance or installation of streets, paths, parks, parkways, esplanades, vacant lots, lighting, fogging and doing any other thing necessary or desirable in the opinion of said Fonn Villas Civic Association to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of FONN VILLAS SUBDIVISION. It is agreed that the decisions of said Fonn Villas Civic Association shall be final so long as such expenditures are made in good faith.

These annual maintenance charges shall continue as aforesaid until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County agreeing to the abandonment or amendment of such charges.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and restate the aforesaid covenant and restriction "(t)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and restate in its entirety covenant and restriction "(t)" of the Fonn Villas Restrictions as follows:

(t) Each Lot shall be subject to an annual maintenance charge based upon the number of square feet of Lot area, for the purpose of creating a fund to be known as the Fonn Villas Maintenance Fund, to be paid by the then owner of each Lot in conjunction with the charges to be paid by owners of other Lots in Fonn Villas. Such annual charge may be adjusted by the Fonn Villas Civic Association from year to year as the needs of the Subdivision may, in its judgment require, but shall in no event be increased for any calendar year by more than two (2) mills per square foot of Lot area over the maintenance charge set for the previous calendar year. An annual balance sheet and income & expense statement of this fund will be mailed or delivered to each Lot owner in FONN VILLAS SUBDIVISION. This maintenance charge shall be payable to Fonn Villas Civic Association, its successors and assigns, annually in advance of January 1 of each year and shall commence from the date of the conveyance of a Lot by a seller. An unpaid maintenance charge, plus interest, late charges, collection costs and attorney's fees are secured by a lien filed of record by the FVCA. Said lien securing said maintenance charge shall be subordinate and inferior to all valid purchase and Improvement liens. All past due charges to bear interest from its due date until paid at the rate of six percent (6%) per annum or at such rate as the Fonn Villas Civic Association may set from time to time.

Fonn Villas Civic Association shall apply the total of the funds so collected, so far as they may be sufficient, toward the payment for maintenance or installation of streets, paths, parks, parkways, esplanades, vacant lots, lighting, fogging, security measures, and doing any other thing necessary or desirable in the opinion of said Fonn Villas Civic Association to maintain or improve the Subdivision, or which it considers to be of general benefit to the owners or occupants of FONN VILLAS SUBDIVISION. It is agreed that the decisions of said Fonn Villas Civic Association shall be final so long as such expenditures are made in good faith.

These annual maintenance charges shall continue as aforesaid until a majority of the then Lot owners shall file an instrument with the County Clerk of Harris County agreeing to the abandonment or amendment of such charges.

WHEREAS, we, the undersigned, being a majority of the owners of the lots in FONN VILLAS SUBDIVISION, desire to amend and add to the aforesaid covenant and restriction "(u)" of the Fonn Villas Restrictions as hereinafter set forth.

NOW, THEREFORE, we the undersigned, do hereby amend and add in its entirety covenant and restriction "(u)" of the Fonn Villas Restrictions as follows:

(u) All Improvements approved by the ACC prior to the effective date of these amended Deed Restrictions shall be considered as being in compliance with the Deed Restrictions, i.e. "grand-fathered".

Except as expressly modified and amended hereby, the Fonn Villas Restrictions shall remain in full force and effect and are hereby ratified and confirmed.

This instrument may be executed in multiple counterparts.

Executed the dates of our acknowledgements set forth below to be effective as of March 7, 2005.

This copy Does Not
include Signiture
Pages.

FILED
JENNIFER R. HOFFMAN
COUNTY CLERK
HARRIS COUNTY, TEXAS

JAN 11 2005 5 PM 1:19