

FIRST AMENDED AND RESTATED RESTRICTIONS
for
IDYLWOOD ADDITION
A HARRIS COUNTY, TEXAS SUBDIVISION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, that property comprising Idylwood, a residential subdivision in Harris County, Texas, according to the map or plat thereof filed of record in Volume 9, Page 8, of the Map Records of Harris County, Texas (the “**Subdivision**”) was subjected to all of the covenants, conditions, restrictions and easements set forth in that certain instrument filed of record in Volume 1081, Page 285, *et seq.* of the Deed Records of Harris County, Texas (the “**Original Restrictions**”); and

WHEREAS, the Original Restrictions were properly extended in accordance with the provisions of the Original Restrictions by instruments recorded in Volume 5421, Page 509, *et seq.* of the Deed Records of Harris County, Texas and in the Official Public Records of Real Property of Harris County, Texas (the Original Restrictions, as extended, still hereinafter referred to as the “Original Restrictions”); and

WHEREAS, the Original Restrictions were properly extended in accordance with the provisions of the Original Restrictions by instruments recorded in the Deed Records of Harris County, Texas and in the Official Public Records of Real Property of Harris County, Texas under County Clerk’s File No. L332314 (the Original Restrictions, as extended, still hereinafter referred to as the “Original Restrictions”); and

WHEREAS, the Original Restrictions were properly subsequently amended by the Owners of at least seventy-five percent (75%) of the real property in the Subdivision pursuant to the required procedures set forth in Section 204.006 of the Texas Property Code, for the purpose of creating a property owners’ association with mandatory membership and voting rights for owners in the Subdivision, which amendments are set forth in the instrument entitled “Amended and Restated

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Restrictions for Idylwood Addition” recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk’s File No. Y632068 (the “**Amended Restrictions**”); and

WHEREAS, the Amended Restrictions designate Idylwood Civic Club (the “**Association**”) as the property owners' association for the Subdivision and added to, modified and restated the Original Restrictions; and

WHEREAS, the Owners of not less than seventy-five percent (75%) of the real property in the Subdivision desire to add to and modify the Amended Restrictions.

NOW, THEREFORE, all of the real property in the Subdivision encumbered by the Original Restrictions and the Amended Restrictions and any other property which becomes encumbered by these Restrictions will be held, sold and conveyed subject to the terms of this instrument, which will run with the real property encumbered by the Original Restrictions and the Amended Restrictions and be binding on all parties having any right, title, or interest in the real property subject to this instrument. When effective, this instrument replaces and supersedes the Original Restrictions and the Amended Restrictions.

ARTICLE I **DEFINITIONS**

As used in these Restrictions, the terms set forth below shall have the following meanings:

SECTION 1.1 “**Articles of Incorporation or Articles**” means the Articles of Incorporation of the Association, as filed with the Texas Secretary of State.

SECTION 1.2 “**Association**” means Idylwood Civic Club, a Texas nonprofit corporation, its successors or assigns.

SECTION 1.3 “**Board of Directors**” or “**Board**” means the Board of Directors of the Association.

SECTION 1.4 “**By-Laws**” means the Bylaws of the Association, as amended from time to time.

SECTION 1.5 “**Community Store Lots**” means Lots One (1), Two (2) and Three (3) in Block One (1) (known as 6606 Lawndale) of the Subdivision. As provided in the

Amended Restrictions and reiterated in these Restrictions, community stores may be erected on the Community Store Lots.

SECTION 1.6 “**Duplex**” means the residential dwelling constructed on a Duplex Lot, whether a duplex or a fourplex.

SECTION 1.7 “**Duplex Lots**” means Lots Four (4) through Seventeen (17) inclusive in Block One (1) (6616-6668 Lawndale, 6601 Meadowlawn); Lots One (1) through Twelve (12) inclusive in Block Two (2) (6702-6744 Lawndale) and Lot One (1) in Block Three (3) (6602 Meadowlawn) of the Subdivision. As provided in the Amended Restrictions and reiterated herein, duplexes and apartments may be constructed on Duplex Lots. Provided, however, (i) no structure larger than a fourplex may be constructed on any Duplex Lot, and (ii) Duplex Lots may not be consolidated or combined.

SECTION 1.8 “**Lot**” means any plot of land shown on any recorded subdivision map of the Subdivision or a residential building site resulting from a consolidation or resubdivision of a Lot pursuant to these Restrictions, which Lots were encumbered by the Original Restrictions and/or encumbered by these Restrictions. The definition of “Lots” includes Community Store Lots and Duplex Lots, and any other plots of land, if any, which become encumbered by these Restrictions.

SECTION 1.09 “**Member**” means any Person entitled to membership in the Association, as provided herein.

SECTION 1.10 “**Owner**” means any Person or combination of Persons that is the record owner of fee simple title to a Lot, including contract sellers, but excluding in all cases a party holding an interest merely as security for the performance of an obligation.

SECTION 1.11 “**Person**” means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

SECTION 1.12 “**Plat**” means the plat of the Subdivision filed of record in Volume 9, Page 8, of the Map Records of Harris County, Texas or any replats thereof.

SECTION 1.13 “**Property**” means all of that certain property known as Idylwood, an addition to the City of Houston, Harris County, Texas, according to the map or plat thereof filed of record in Volume 9, Page 8, of the Map Records of Harris County, Texas, and any other property, if any, which becomes encumbered by these Restrictions.

SECTION 1.14 “**Residential Dwelling**” means the single family residence and appurtenances constructed on a Lot.

SECTION 1.15 “**Restrictions**” means this “First Amended and Restated Restrictions for Idylwood Addition, a Harris County, Texas Subdivision”.

SECTION 1.16 “**Single Family**” means (a) one (1) or more persons related by blood, marriage, or adoption, and their children (including foster children and wards), their brothers and sisters, their parents, their grandparents, and their full-time domestic servants; or (b) not more than two (2) unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their brothers and sisters, their parents, their grandparents, and their full-time domestic servants.

SECTION 1.17 “**Subdivision**” means all that certain property known as Idylwood, an addition to the City of Houston, Harris County, Texas according to the map or plat thereof filed of record in Volume 9, Page 8, of the Map Records of Harris County, Texas and any replats thereof, and any other property, if any, which becomes encumbered by these Restrictions.

SECTION 1.18 “**Wayside Lots**” means Lot One (1) in Blocks Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13) and Fifteen (15), Lot Seventeen (17) in Blocks One (1) and Eleven (11), Lot Eighteen (18) in Block Nine (9), Lot Nineteen (19) in Blocks Three (3), Five (5), Seven (7), Eleven (11) and Thirteen (13), and Lot Twenty (20) in Block Fifteen (15) of the Subdivision along South Wayside, also known as U.S. Highway 90 that forms the western boundary of Idylwood Addition. The term Wayside Lots expressly does not include the non-residential Lot One (1) in Block One (1).

SECTION 1.19 “**Lot Grade**” means the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the structure and a line five feet (5') from the structure.

ARTICLE II

MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 2.1. **MANAGEMENT BY ASSOCIATION.** The Association is the designated representative of the Owners of property in the Subdivision and the affairs of the Subdivision will be administered by the Association. The business and affairs of the Association will be managed by its Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of these Restrictions, the Articles of Incorporation, or the Bylaws.

The Association, acting through the Board, is entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with these Restrictions and/or the law.

SECTION 2.2 **BOARD OF DIRECTORS.** The number, term, and qualifications of the members of the Board of Directors are governed by the Articles of Incorporation and the Bylaws of the Association.

SECTION 2.3 **MEMBERSHIP.** Every Owner, as defined in Section 1.10, is deemed to be a Member of the Association.

SECTION 2.4 **VOTING.** Members are entitled to one (1) equal vote for each Residential Dwelling, Duplex or community store building in which they hold the interest required for membership under Section 2.3 hereof. Unless otherwise specified in these Restrictions or the Bylaws, the vote for each Residential Dwelling, Duplex or community store building may be exercised by the Owners thereof as they may determine, and the vote of one (1) Owner of a Residential Dwelling, Duplex or community store building will be considered by the Association to be the vote of all Owners of a Residential Dwelling, Duplex or community store building.

ARTICLE III **ARCHITECTURAL RESTRICTIONS**

SECTION 3.1 **LOCATION OF BUILDINGS.** For purposes of building setbacks, eaves, steps, and unroofed terraces are not considered part of a building; provided, that this exception will not be construed to allow any portion of construction on a Lot to encroach on another Lot. The side building setback will not be less than three feet (3') from the side property line, except for corner lots. With the exception of the lots hereinafter stipulated, the front building setback will be a minimum of twenty-five feet (25') feet from and parallel with the front property line, and no building or any part thereof, including any wall or fence, may be erected or placed in the area between the front building line and the front property line. This restriction is applicable even if the front building line is more than twenty-five feet (25') from the front property line. Provided, however, an open porch in front of any building may extend to within seventeen feet (17') of the front property line. In the case of corner lots, the side building setback will be not less than seven feet (7') from the side street property line; provided, however, that an open porch extending either from the front of the building or erected on the side of the building, may extend to within five feet (5') of the side street property line. No outbuilding or garage may

be erected on a property within seventy-five feet (75') of the front property line, or within fifteen feet (15') of any side street property line, unless said garage is part of the residence.

On Lots Thirteen (13) through Twenty-Two (22), inclusive, in Block Four (4) (odd address in 6700 block of Fairfield), – Lots One (1) through Eight (8), inclusive, in Block Six (6) (even addresses for 6700 block of Fairfield, except for last two lots closest to MacGregor), Lots One (1) through Twelve (12), inclusive, in Block Sixteen (16) (even addresses on Sylvan from Maxwell Lane through the 6700 block of Sylvan) – and Lots One (1) through Five (5), inclusive, in Block Seventeen (17) (even 6600 block Sylvan addresses from 6642 to Maxwell Lane): The front building setback will be a minimum of twenty feet (20') and the garage may not be nearer to the front property line than fifty feet (50'); however, all other building setbacks as hereinbefore stated are applicable to these Lots.

All carports must comply with setback limits described in this Section.

SECTION 3.2 **CONSTRUCTION MATERIAL.** All buildings erected on a Lot, with the exception of garages and outbuildings, shall be constructed with an exterior consisting of a majority of brick, concrete, stone or stucco. Hardiplank and similar fiber cement siding and composition materials will not be included in computing the required majority of brick, concrete, stone or stucco.

SECTION 3.3 **MAILBOXES.** Mailboxes may not be located beyond five feet (5') in front of the front building line on a Lot, unless United States Postal regulations ever require mailboxes to be located closer to the street.

SECTION 3.4 **DWELLING SITE AND CONSTRUCTION.** The ground floor area of the main Residential Dwelling or Duplex excluding an open porch or attached garage, may be not less than one thousand three hundred (1300) square feet for a one-story dwelling and not less than one thousand (1000) square feet for a dwelling of more than one story. A Residential Dwelling or Duplex may not exceed thirty-six feet (36') in height at the highest point of the roof, measured vertically from the Lot Grade at the front of the building. A detached garage may not exceed twenty-five feet (25') in height at the highest point of the roof, measured vertically from the Lot Grade in front of the front elevation of the garage. No Residential Dwelling or Duplex on a Lot may have more than two stories of living area, together with an attic within the volume of the roof. An attic may be finished or unfinished, but under no circumstances may the enclosed attic constitute a third story living area within the Residential Dwelling or Duplex.

SECTION 3.5 **LOT AREA AND WIDTH.** No Residential Dwelling or Duplex may be erected or placed on a Lot having a width less than fifty feet (50') at the front building setback line, nor may a Residential Dwelling be erected on any Lot having an area of less than five thousand (5,000) square feet.

SECTION 3.6 **LOT COVERAGE.** Excluding Community Store Lots, no more than forty percent (40%) of the Lot in front of the building line on a Lot (as defined in Section 3.1 of these Restrictions) may be covered with asphalt, concrete or other driveway materials that is capable of being driven on or parked upon by any motorized or non-motorized vehicle.

ARTICLE IV **USE RESTRICTIONS**

SECTION 4.1 **SINGLE FAMILY RESIDENTIAL USE.** With the exception of Duplex Lots and Community Store Lots, each Lot and Residential Dwelling on a Lot is restricted to occupancy by a Single Family and to single family residential use only. As used in this section, the term "single family residential use" is deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot (excluding Duplex Lots and Community Store Lots) for the following purposes:

- (a) a duplex apartment, a garage apartment or any other apartment or for any multi-family use;
- (b) renting any part of the Residential Dwelling (including any accessory and outbuildings) on a Lot to others by the Single Family residing on the Lot;
- (c) renting any part of the Residential Dwelling (including any accessory and outbuildings) on a Lot to others for less than one (1) month; and
- (d) occupancy of any outbuilding or garage on a Lot by anyone who is not a member of the Single Family residing in the main Residential Dwelling of the Lot or a full-time domestic worker employed by the Single Family residing in the Residential Dwelling on the Lot.

SECTION 4.2 **OTHER USES.** Excluding Community Store Lots:

- (a) it is prohibited to use any Lot to access property outside the Subdivision, unless the property outside the Subdivision is (i) contiguous to a Lot, and (ii) the property outside the Subdivision that is contiguous to the Lot will be inhabited by the Single Family that resides on the Lot; and

(b) no Lot may be used for conducting regular business, educational, church, professional or other commercial activity of any type, except that an Owner may use the Residential Dwelling or Duplex on a Lot as a personal office for a profession or occupation, provided:

- (i) such use is incidental to the use of the Lot and Residential Dwelling or Duplex for single family residential use;
- (ii) the general public and clients or customers are not invited or permitted to enter the Residential Dwelling or Duplex or any structure upon such Lot and conduct business therein, with the exception of private instructions by the resident to no more than two (2) students at a time;
- (iii) such use does not increase the vehicular or pedestrian traffic in the Subdivision, except as otherwise allowed in the preceding provision to allow private instruction by the resident;
- (iv) no signs advertising such profession or business are permitted;
- (v) the address of the residence is not listed in any professional journals, websites, or telephone directories;
- (vi) no on-site employees or persons are permitted who provide support or services related to the resident's professional occupation in the Residential Dwelling or Duplex or on the Lot.
- (vii) no deliveries other than incidentally related to the profession or occupation are permitted;
- (viii) no equipment or process may be used in a profession or occupation in a manner that produces noise, vibration, glare, fumes, odors, or electromagnetic interference detectable beyond the premises such that it is determined to be a noxious, hazardous, or offensive activity, condition, noise or odor; and
- (ix) such use in all respects complies with the laws of the State of Texas, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters.

In no event, may any portion of the main Residential Dwelling or Duplex or outbuildings be occupied by more than the product of one (1) person per each two hundred (200) square feet of livable floor space.

SECTION 4.3 **CARE-GIVING FACILITIES.** No Lot may be used for the operation of a i) boarding or rooming house, a residence for transients, half-way house, day-care center, treatment facility, or, ii) residence of unrelated individuals who are engaging in, undertaking,

or participating in any group living for rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency unless any such facility is otherwise allowed by the terms of state or federal law negating the provisions of restrictive covenants prohibiting same. Notwithstanding the foregoing, it is not a violation of this Section for the resident(s) of a Residential Dwelling or Duplex to: (i) provide informal babysitting services for up to three (3) children on an occasional or non-scheduled basis; (ii) on-going or scheduled care up to two (2) children, plus the residents' own children; or (iii) babysitting or care-giving performed by residents of the Subdivision for those related to the resident by blood, marriage or adoption.

SECTION 4.4 **VEHICLES.** No non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, machinery or equipment of any kind may be parked or stored on any part of any Lot in front of the building lines for the Lot set forth in Section 3.1 of these Restrictions. Exceptions from this Section are passenger automobiles, pick-up trucks, vans and no more than one (1) motorcycle or boat on a trailer that: (a) are in operating condition; (b) have current license plates and inspection stickers (except boats); (c) which do not exceed eight feet six inches (8'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length. No vehicle may be parked on the grass or non-paved area of a Lot (i) in front of the building setback line on the Lot; or (ii) where otherwise visible from a street. No Owner may park or permit visitors, servants, or guests to park their vehicles in a manner, which blocks a sidewalk. No vehicle may be repaired on a Lot for longer than seventy two (72) consecutive hours during any consecutive seven (7) days, unless the vehicle is concealed inside a garage or other enclosure. This restriction is not applicable to a vehicle, machinery, or equipment temporarily parked on a Lot and in use for the construction, repair or maintenance of a structure on the Lot.

SECTION 4.5 **SIGNS AND BILLBOARDS.** No sign of any kind may be displayed to public view on any Lot (excluding Community Store Lots) except signs of not more than six (6) square feet used to:

- (a) advertise the Lot for sale or lease;
- (b) indicate security services;
- (c) identify the builder or contractor while construction is in progress on such Lot;
- (d) promote a political candidate, party or issue beginning no earlier than ninety (90) days before the date of the applicable election or referendum;

- (e) announce a garage sale beginning no sooner than three (3) days before the day of such sale; and
- (f) Idylwood Civic Club and Idylwood Garden Club signs approved by the Board.

The term "signs" as used herein includes letters of any size intended to publicize an activity or group, a business or occupation, a political party, or a fraternity or sorority. Except for those that indicate a security service, signs must be removed within forty-eight (48) hours after their use no longer pertains. Political signs may be displayed as provided by law. Signs on commercial vehicles used by residents in their business or occupation are exempt from this Section.

SECTION 4.6 **ANIMALS.** No animals or birds, other than a reasonable number of generally recognized house or yard pets, may be maintained on any Lot and then only when kept thereon solely as domestic pets and not for commercial purposes. No animal or bird is allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird may be kept or maintained in front of the front building setback line applicable to the Lot. This Section is not applicable to Community Store Lots.

SECTION 4.7 **NUISANCES.** No nuisance is allowed to exist on a Lot. No rubbish or debris of any kind may be placed or permitted to accumulate on or adjacent to any Lot. No noxious odors are permitted to arise from a Lot so as to render any portion of it unsanitary, unsightly, offensive, or detrimental to any nearby Lot or its occupants. Unreasonable noise is not permitted on any Lot with exceptions for work being performed on the premises between 7:00 a.m. and 8:00 p.m. To the extent reasonably feasible, no owner or resident may allow any circumstance or condition to exist or to continue on any Lot that can or does attract, breed, or harbor infectious plant diseases or noxious insects or animals. As used herein, the term "nuisance" means an activity or condition that is offensive or an annoyance to persons of ordinary sensibilities or which adversely affects the desirability of the Lot on which the activity or condition exists or any surrounding Lots.

SECTION 4.8 **LOT AND BUILDING MAINTENANCE.** The Owners and/or residents of all Lots shall at all times (i) keep all trees, bushes, shrubs, weeds, grass thereon maintained at a reasonable height and in a neat and attractive condition; and (ii) otherwise keep, maintain, and use such Lots in a sanitary, healthful and attractive manner. These requirements are applicable to all portions of a Lot, including the front, rear and side yards. No Owner or occupant of

a Lot may use a Lot for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon. The accumulation of garbage, trash, or rubbish of any kind or the burning of any materials is also prohibited. No building structure or improvement on any Lot is permitted to fall into disrepair, and each such Residential Dwelling or Duplex, outbuilding, structure, or improvement must at all times be kept in reasonable repair and properly painted.

SECTION 4.9 **ANTENNAS AND SATELLITE DISHES.** With the exception for small dishes [one (1) meter or less in diameter] necessary for reception of satellite TV services, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind may be placed, allowed, or maintained upon a Lot, which are visible from any street, property owned by the Association or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal is possible. In no event are the following devices permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus may be placed or maintained on a Lot which transmit television, radio, satellite or other signals of any kind, except for amateur radio antennas. The installation and use of the amateur radio antennas must comply with all governmental regulations concerning such equipment. This Section is intended to comply with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time, and FCC regulations promulgated pursuant to the Act; this Section will be interpreted to be as restrictive as possible, while not violating the Act or applicable FCC regulations.

SECTION 4.10 **CLOTHESLINES.** Outside clotheslines are restricted to rear yards on Lots.

SECTION 4.11 **WALL, FENCES AND HEDGES.** With the exception of the Lots hereinafter stipulated, no wall or fence may be erected in front of the front building setback line on a Lot as specified in Section 3.1 of these Restrictions. No wall or fence may exceed eight feet (8') in height. Cyclone or chain link fencing is acceptable only in the rear and side yards on a Lot.

On the Wayside Lots: The fencing located on or near the west property line may not extend toward the front property line past any part of the existing stone gateways at the intersections of Sylvan Road, Merry Lane, Rockbridge, Lindy Lane, Park Lane, Wildwood Way, Fairfield or Meadowlawn with South Wayside and may not extend toward the west side street property line past any part of said stone gateways; however, all other fencing restrictions as hereinbefore stated are applicable to these named lots.

SECTION 4.12 **SUBDIVISION OF LOTS.** No Lot may be further subdivided and no portion of a Lot may be conveyed by the Owner of the Lot if the subdivision or conveyance results in the Lot either having an area less than five thousand (5,000) square feet or a width at any point less than fifty feet (50').

SECTION 4.13 **STORAGE.** No building materials may be placed or stored on any Lot more than thirty (30) days before the commencement of construction, modification or repair of a Residential Dwelling or Duplex or other improvement unless such materials are stored in an area which is not visible from any street, Lot or property owned by the Association. All materials permitted to be placed on a Lot must be placed within the property lines of the Lot. After the commencement of construction, modification or repair of any Residential Dwelling or Duplex or other improvement on a Lot, the work thereon must be prosecuted diligently to the end that it be completed and all building materials and debris removed within nine (9) months from the commencement date of construction. Exceptions to the provisions of this Section may be granted in writing by the Board on submission and approval of documentation that demonstrates justifiable reason for an exception.

SECTION 4.14 **TEMPORARY STRUCTURES.** No temporary structure of any kind, including, but not limited to a trailer, mobile home, modular or prefabricated home, shack, barn or any other outbuilding or structure may be maintained or used on a Lot at any time, except during construction of a Residential Dwelling or Duplex and related outbuildings but then only during the period that construction work is actually being performed on the Lot. Greenhouses, workrooms, tool sheds, and other such similar structures are excepted from this Section, provided that the height of any such structure on a Lot may not exceed the height of the Residential Dwelling or Duplex on that Lot.

SECTION 4.15 **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, or shrub may be placed at elevations between two feet (2') and six feet (6') above the

roadways and within twenty-five feet (25') of any intersection on any corner Lot that would obstruct the view of the intersection by approaching drivers of vehicles, bicyclists, and others. The same Restrictions are applicable to a Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway. No tree is permitted within twenty-five feet (25') of any intersection unless its foliage line is below two feet (2') or above six feet (6') to avoid any obstruction of sight by persons approaching the intersection. The existing stone gateways for Idylwood street intersections on South Wayside and Lawndale are deemed to be in compliance with this Section.

ARTICLE V

FIRE OR CASUALTY: REBUILDING

SECTION 5.1 **REBUILDING.** In the event of fire or other casualty causing damage or destruction to a building or other structure on a Lot, the Owner of the damaged or destroyed dwelling or structure must contract within three (3) months after the fire or casualty to repair or reconstruct the said building or other structure. The reconstruction must commence within three (3) months of contracting to rebuild, and the reconstruction of the building or other structure must be completed within twelve (12) months after reconstruction commences. The Owner must promptly begin repairing or reconstructing the building or other structure in order that it does not remain in a partially finished condition longer than reasonably necessary. Alternatively, a damaged or destroyed building or other structure may be razed and the Lot restored as nearly as possible to its original condition within four (4) months of damage or destruction, after which the Owner may at his or her option convey the Lot without a building or other structure. The time periods set forth herein may be extended for good cause with the written consent of the Board of Directors.

ARTICLE VI.

AMENDMENT TO RESTRICTIONS AND DURATION OF RESTRICTIONS

SECTION 6.1 **DURATION.** The provisions of these Restrictions will run with and bind the Subdivision, and inure to the benefit of and be enforceable by the Association or the Owner of any property subject to these Restrictions, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date these Restrictions are recorded, after which time they will be automatically extended for successive periods of ten (10) years each, unless amended or terminated as hereinafter set forth.

SECTION 6.2 **AMENDMENT.** These Restrictions may be amended at any time by an instrument signed by Members representing not less than sixty percent (60%) of the total votes in the Association. Voting shall be in accordance with Article II, Section 2.4, of these Restrictions. No Owner may be charged with the violation of or subjected to inquiry with respect to any amendment to the Restrictions until the amendment has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 6.3 **EASEMENTS.** Owners must comply with all easements at all times and keep them free of any obstruction for their respective intended purposes. There is a permanent easement five feet (5') in width on the rear end of each Lot, or as is provided on the Plat of Idylwood, to construct and maintain sewer, gas, telephone and electric light services.

ARTICLE VII **MISCELLANEOUS**

SECTION 7.1 **SEVERABILITY.** In the event of the invalidity or partial invalidity or partial unenforceability of any provision in these Restrictions, the remainder of these Restrictions will remain in full force and effect.

SECTION 7.2 **NUMBER AND GENDER.** Pronouns, whenever used herein, and of whatever gender, include natural persons, corporations, and legal entities of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 7.3 **DELAY IN ENFORCEMENT.** No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof will impair, damage or waive the right of any party entitled to enforce the same, to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 7.4 **ENFORCEABILITY.** These Restrictions will run with the Subdivision and be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce these Restrictions is initiated against an Owner or occupant of a Lot by the Association or another Owner, the Association or another Owner, as the case may be, is entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated these Restrictions. Any owner who receives a notice from the Association that he or she is in violation of these

Restrictions must be given the opportunity to meet with the Board of Directors to discuss the violation. Requests to meet with the Board must be in writing and directed to the President of the Association.

SECTION 7.5 **REMEDIES.** In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the Association, each Owner, or resident of a Lot within the Subdivision may institute and prosecute any proceeding at law or equity to abate or enjoin any such violation or attempted violation.

SECTION 7.6 **VIOLATIONS OF LAW.** Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Subdivision hereby is declared to be a violation of these Restrictions and will be subject to any and all of the enforcement procedures set forth in these Restrictions.

SECTION 7.7 **REMEDIES CUMULATIVE.** Each remedy provided under these Restrictions is cumulative and not exclusive.

SECTION 7.8 **CAPTIONS FOR CONVENIENCE.** The titles, heading, captions, article and section numbers used in these Restrictions are intended solely for convenience of reference and will not be considered in construing any of the provisions of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

SECTION 7.9 **GOVERNING LAW.** These Restrictions will be construed and governed under the laws of the State of Texas.

SECTION 7.10 **VARIANCES.** The Board may, but is not required under any circumstances, authorize variances from compliance with its standards or procedures set forth in Article III of these Restrictions when unique circumstances such as topography, natural obstructions, or environmental considerations pertain. No variance will be effective until issued in writing and executed on behalf of the Board. No variance issued for a particular Lot will be deemed to require the issuance of a similar variance on another Lot, the Board having at all times the authority to grant or deny variance requests as it deems appropriate under the particular circumstances.

SECTION 7.11 **GRANDFATHER CLAUSE.** Any building, structure or other improvement in existence as of the effective date of these Restrictions that was in compliance

with the Original Restrictions or Amended Restrictions is deemed to be in compliance with these Restrictions. This grandfather clause only applies to Restrictions noted in Article IV, Sections 4.9 and Section 4.11, all of Article III, and Article VI, Section 6.3 of these Restrictions.

SECTION 7.12 BINDING EFFECT. By executing a consent approving these Restrictions, each Owner acknowledges and agrees that the provisions of these Restrictions constitute covenants running with the land which will be binding on Owner and each subsequent owner of Owner's Lot.

IN WITNESS WHEREOF, the President of the Association hereby executes this instrument evidencing (a) the Association's approval of this instrument, and (b) that the signatures reflected in Exhibit "A" attached hereto and incorporated herein represent the approval of this instrument by Owners of not less than seventy-five percent (75%) of the real property in the Subdivision, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DATED this 30 day of July, 2017.

ATTEST:

10R
IDYWOOD CIVIC CLUB

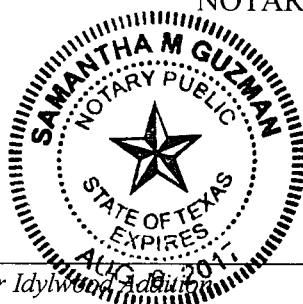
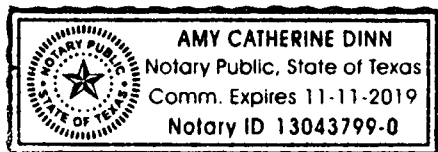
By: Larry Brown
Larry Brown, Secretary

By: Amy Dinn
Amy Catherine Dinn, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Amy Catherine Dinn, President of Idylwood Civic Club, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 31st day of July, 2017.

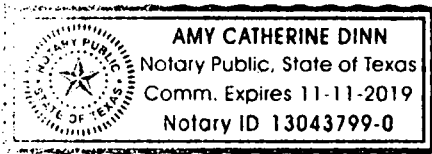


Amy Dinn [Signature]
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Larry Brown, Secretary of Idylwood Civic Club, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 30th day of July, 2017.



Amy Dinn
NOTARY PUBLIC - STATE OF TEXAS

After filing return to:
Idylwood Civic Club
P.O. Box 9225
Houston, Texas 77261-9225