

**AMENDED, RESTATED AND CONSOLIDATED RESTRICTIONS FOR  
MARILYN ESTATES SUBDIVISION,  
SECTIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10**

**REVISED DECEMBER 4, 2013**

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MARILYN ESTATES SUBDIVISION,  
SECTIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

**PREAMBLE**

WHEREAS, S. W. Bennett, as developer, caused original Deed Restrictions for Marilyn Estates, Section One (1) to be recorded in Volume 55, Page 14, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section One (1), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 3419, Page 551, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 1 were amended by that certain instrument entitled “Revised Covenants for Marilyn Estates Subdivision, Section One (1)” (the “First Amendment for Marilyn Estates, Section 1”) recorded in the Real Property Records of Harris County, Texas on July 26, 1996 under Clerk’s File No. S037786; and WHEREAS, the First Amendment for Marilyn Estates, Section 1 constitutes a restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section One (1), meaning that the First Amendment for Marilyn Estates, Section One (1) replaces and supersedes the Original Restrictions for Marilyn Estates, Section 1, in its entirety; and

WHEREAS, S. W. Bennett, as developer, caused original Deed Restrictions for Marilyn Estates, Section Two (2) to be recorded in Volume 57, Page 18, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section Two (2), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 3523, Page 180, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 2 were amended by that certain instrument entitled “Revised Covenants for Marilyn Estates Subdivision, Section Two (2)” (the “First Amendment for Marilyn Estates, Section 2”) recorded in the Real Property

Records of Harris County, Texas on July 7, 1997 under Clerk's File No. S529856; and WHEREAS, the First Amendment for Marilyn Estates, Section Two (2) constitutes a restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section Two (2), meaning that the First Amendment for Marilyn Estates, Section 2 replaces and supersedes the Original Restrictions for Marilyn Estates, Section 2, in its entirety; and

WHEREAS, S. W. Bennett, as developer, caused original Deed Restrictions for Marilyn Estates, Section Three (3) to be recorded in Volume 57, Page 4, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section Three (3), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 3564, Page 435, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 3 were amended by that certain instrument entitled "Revised Covenants Marilyn Estates Subdivision, Section Three (3) " (the "First Amendment for Marilyn Estates, Section 3") recorded in the Real Property Records of Harris County, Texas on July 26, 1996 under Clerk's File No. S037785; and WHEREAS, the First Amendment for Marilyn Estates, Section Three (3) constitutes a restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section Three (3), meaning that the First Amendment for Marilyn Estates, Section 3 replaces and supersedes the Original Restrictions for Marilyn Estates, Section 3, in its entirety; and

WHEREAS, S. W. Bennett, as developer, caused original Deed Restrictions for Marilyn Estates, Section Four (4) to be recorded in Volume 58, Page 17, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section Four (4), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 53, Page 17, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 4 were amended by that certain instrument entitled "Revised Covenants for Marilyn Estates Subdivision, Section Four (4) " (the "First Amendment for Marilyn Estates, Section 4") recorded in the Real Property Records of Harris County, Texas on July 7, 1996 under Clerk's File No. S529710; and WHEREAS, the First Amendment for Marilyn Estates, Section Four (4) constitutes a restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section Four (4), meaning that the First Amendment for Marilyn Estates, Section 4 replaces and supersedes the Original Restrictions for Marilyn Estates, Section 4, in its entirety; and

WHEREAS, S. W. Bennett, as developer, caused original Deed Restrictions for Marilyn Estates, Section Five (5) to be recorded in Volume 71, Page 45, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section Five (5), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 3992, Page 377, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 5 were amended by that certain instrument entitled “Revised Covenants for Marilyn Estates Subdivision, Section Five (5)” (the “First Amendment for Marilyn Estates, Section 5”) recorded in the Real Property Records of Harris County, Texas on July 26, 1996 under Clerk’s File No. S530084; and WHEREAS, the First Amendment for Marilyn Estates, Section Five (5) constitutes a restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section Five (5), meaning that the First Amendment for Marilyn Estates, Section 5 replaces and supersedes the Original Restrictions for Marilyn Estates, Section 5, in its entirety; and

WHEREAS, FIRST COMMERCIAL REALTY CO., as developer, caused original Deed Restrictions for Marilyn Estates, Section Six (6) to be recorded at Clerk’s File No. B371892, Film Code No. 056-07-0828, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section Six (6), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 4449, Page 161, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 6 were amended by that certain instrument entitled “Revised Covenants for Marilyn Estates Subdivision, Section Six (6)” (the “First Amendment for Marilyn Estates, Section 6”) recorded in the Real Property Records of Harris County, Texas on July 8, 1996 under Clerk’s File No. S009930; and WHEREAS, the First Amendment for Marilyn Estates, Section Six (6) constitutes a restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section Six (6), meaning that the First Amendment for Marilyn Estates, Section 6 replaces and supersedes the Original Restrictions for Marilyn Estates, Section 6, in its entirety; and

WHEREAS, FIRST COMMERCIAL REALTY CO., as developer, caused original Deed Restrictions for Marilyn Estates, Section Seven (7) to be at Clerk’s File No. B427975, Film Code No. 060-04-0073 of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section Seven (7), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 4568, Page 539, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 7 were amended by that certain instrument entitled “Revised Covenants for Marilyn Estates Subdivision, Section Seven (7)” (the “First Amendment for Marilyn Estates, Section 7”) recorded in the Real Property Records of Harris County, Texas on July 7, 1996 under Clerk’s File No. S530114; and WHEREAS, the First Amendment for Marilyn Estates, Section Seven (7) constitutes a

restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section Seven (7), meaning that the First Amendment for Marilyn Estates, Section 7 replaces and supersedes the Original Restrictions for Marilyn Estates, Section 7, in its entirety; and

WHEREAS, FIRST COMMERCIAL REALTY CO., as developer, caused original Deed Restrictions for Marilyn Estates, Section Eight (8) to be recorded at Clerk's File No. B457080, Film Code No. 065-05-0733, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section Eight (8), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 4632, Page 319, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 8 were amended by that certain instrument entitled "Revised Covenants for Marilyn Estates Subdivision, Section Eight (8)" (the "First Amendment for Marilyn Estates, Section 8") recorded in the Real Property Records of Harris County, Texas on July 7, 1996 under Clerk's File No. S529839; and WHEREAS, the First Amendment for Marilyn Estates, Section Eight (8) constitutes a restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section Eight (8), meaning that the First Amendment for Marilyn Estates, Section 8 replaces and supersedes the Original Restrictions for Marilyn Estates, Section 8, in its entirety; and

WHEREAS, FIRST COMMERCIAL REALTY CO., as developer, caused original Deed Restrictions for Marilyn Estates, Section Nine (9) to be recorded at Clerk's File No. B487269, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section Nine (9), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 4897, Page 407, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 9 were amended by that certain instrument entitled "Revised Covenants for Marilyn Estates Subdivision, Section Nine (9)" (the "First Amendment for Marilyn Estates, Section 9") recorded in the Real Property Records of Harris County, Texas on July 26, 1996 under Clerk's File No. S037784; and WHEREAS, the First Amendment for Marilyn Estates, Section Nine (9) constitutes a restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section Nine (9), meaning that the First Amendment for Marilyn Estates, Section 9 replaces and supersedes the Original Restrictions for Marilyn Estates, Section 9, in its entirety; and

WHEREAS, FIRST COMMERCIAL REALTY CO., as developer, caused original Deed Restrictions for Marilyn Estates, Section Ten (10) to be recorded at Clerk's File No. B551264, Film Code No. 074-19-0941, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Marilyn Estates, Section Ten (10), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 4833, Page 567, of the Map Records of Harris County, Texas and,

WHEREAS, the Original Restrictions for Marilyn Estates, Section 10 were amended by that certain instrument entitled "Revised Covenants for Marilyn Estates Subdivision, Section Ten (10)" (the "First Amendment for Marilyn Estates, Section 10") recorded in the Real Property Records of Harris County, Texas on July 26, 1996 under Clerk's File No. S037787; and WHEREAS, the First Amendment for Marilyn Estates, Section Ten (10) constitutes a restatement of the covenants, conditions and restrictions applicable to Marilyn Estates, Section Ten (10), meaning that the First Amendment for Marilyn Estates, Section 10 replaces and supersedes the Original Restrictions for Marilyn Estates, Section 10, in its entirety; and

WHEREAS, the First Amendment for each subdivision referenced above provides that the provisions thereof may be amended at any time by a duly recorded instrument signed by a simple majority of the then owners of all Lots in the Subdivision in those Sections which have adopted said the above-referenced restrictions; and

WHEREAS, the undersigned, being at least a simple majority of the property owners in each of Marilyn Estates, Sections One (1) through Ten (10), have agreed to amend the covenants, conditions and restrictions applicable to such subdivisions and, at the same time, consolidate the covenants, conditions and restrictions for Marilyn Estates, Sections One (1) through Ten (10), into a single, comprehensive set of uniform covenants, conditions and restrictions which single document shall be the governing set of restrictions for each of Sections One (1) through Ten (10);

And

WHEREAS, it is the desire of a majority of the Property Owners (as defined herein) to amend and consolidate the restrictions, covenants and conditions in order to carry out a uniform plan for the improvement, sale and use of all of the land in the various Sections for the benefit of the present and future Property Owners. In so doing, a majority of the Property Owners hereby covenant and agree with each other to adopt the following restrictions to provide uniformity to the use, occupancy and conveyance of all property in said Marilyn Estates, Sections One (1) through Ten (10).

NOW, THEREFORE, the undersigned, being at least a simple majority of the property owners in each of Marilyn Estates, Sections One (1) through Ten (10), hereby restate and amend the covenants, conditions and restrictions for Marilyn Estates, Sections One (1) through Ten (10), to be governed by the covenants, conditions, and restrictions set forth in this instrument. When effective, this instrument supersedes the Revised Covenants applicable to Marilyn Estates, Sections One (1) through Ten (10). On and after the effective date hereof any contract or deed which may have been heretofore or may be hereafter executed with regard to any of the Lots in said Subdivision shall conclusively be held to have been executed, delivered and accepted on the following reservations, restrictions, covenants and easements, whether or not said reservations, restrictions, covenants and easements are set out in or referred to in said contract or deed. Present

and future owners of said Lots accept and agree to these covenants as a condition of ownership and use of said Lots:

### **DEFINITIONS AND GLOSSARY OF TERMS**

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

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

"Board Members" shall mean and refer to the Board of Directors of the Marilyn Estates Association.

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

"Counterparts" means identical copies of portions of these Deed Restrictions individually approved by a majority of property owners of an original Section of Marilyn Estates and included within this instrument.

"Declaration" shall mean and refer to this Amended and Consolidated Declaration of Covenants Conditions and Restrictions for Marilyn Estates, Sections One (1) through Ten (10).

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

"Dwelling" shall mean a building containing a group of rooms designed and equipped exclusively for use as permanent living quarters for only one (1) family at a time, and containing cooking, sleeping, and toilet facilities.

"Living Space" shall mean the climate controlled area within a Dwelling used for living, sleeping, eating or cooking purposes and excluding such areas as closets, garages, attics, and utility spaces.

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

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

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

"Residence" shall mean the primary Dwelling located on any Lot as opposed to an accessory building or other structure.

### Section 1.

#### LAND, USE AND BUILDING TYPE

1.1 No Lot shall be used for any purpose except for single family residential purposes. Use of any Lot for a boarding house, halfway house, care facility, or business or commercial use is strictly prohibited. No more than two unrelated adults may occupy any Dwelling. Each Dwelling must have a useable garage. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family Dwelling not to exceed two and one half (2½) stories in height and a private garage for not less than two (2) nor more than four (4) cars and a garage apartment or servant's quarters. No structure shall be erected forward of the front building line.

1.2 Additional use restrictions applicable to certain tracts or Lots in Sections Five (5), Six (6), and Ten (10) only are included in Exhibit One (1) hereto.

1.3 Garage and yard sales are prohibited on consecutive weekends and from Monday through Thursday. Such sales are permitted for a maximum of two (2) non-consecutive weekends each calendar year. The Board of Directors may establish rules and standards for the conduct of such sales including rules regarding hours of operations, methods of advertising, and measures to prevent traffic disruption. Such standards may be enforced by requiring property owners desiring to conduct such a sale to seek and obtain prior approval and the issuance of a permit.

### Section 2.

#### ENFORCEMENT

2.1 The principal responsibility for enforcement of these amended deed restrictions of Marilyn Estates shall be upon the Board of Directors (the "Board") of the Marilyn Estates Association. The Board shall be comprised of elected officers and directors as defined in the By-laws, and shall be ultimately controlled by the By-laws of the Marilyn Estates Association. No person may be a member of the Board unless they are an Owner in a section of Marilyn Estates which has adopted these amended deed restrictions. The address of the Board shall be: P.O. Box 35144, Houston, Texas 77235, or such address as they may designate from time to time, and all notices to the Board or any committee thereof shall be sent to such address.

2.2 To ensure and enforce compliance with these Deed Restrictions, the Association is authorized and empowered to assess fines against a Property Owner for violations of these restrictions provided that:

- (1) such fines, fees, or charges are reasonable;
- (2) such fines, fees, or charges are applied uniformly.

Fines may be assessed on a one per violation or a one per day basis and may be cumulative. Charges for attorney's fees, or contractors engaged to correct a violation, and charged to the Association, may be passed on to the Property Owner. Administrative fees may be assessed to defray expenses to the Association for handling these charges. To secure payment for the fines, fees, or charges, a lien against the property may be established.

### Section 3. ARCHITECTURAL CONTROL

3.1 No buildings, structures or other improvements, including but not limited to garages, outbuildings, temporary structures, driveways, sidewalks, roofs, roof replacements, pools, spas, fences, antennas, flagpoles, shall be commenced, constructed, erected, placed or maintained in the Subdivision, nor shall any exterior addition to or alteration thereto be made, unless and until the drawings and specifications, together with a site plan showing the location of all improvements (both existing improvements, if any, and the improvements covered by the drawings and specifications) with reference to property lines, building lines and easements have been submitted to and approved in writing by the Architectural Control Committee (ACC), hereinafter referred to as the Committee. Any modification of an existing structure, construction of a new structure, or change affecting the appearance of a Lot or the improvements thereto shall be presumed to require prior approval by the Architectural Control Committee.

3.2 The Committee is composed of not less than three members and not more than five members, all of whom shall be appointed by the Board. The Board shall have the absolute power to appoint new members or replace any members at anytime. The Board shall also have the power to confirm, amend, modify, or reverse any decision of the Committee. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenants. Any member of the Committee submitting plans regarding property owned by that member shall abstain from deliberations and voting regarding same.

3.3 The Committee shall have the authority to approve only those drawings which conform to and comply with these restrictions, and shall not have the authority in any circumstance to grant a waiver or variance of the restrictions. Any approvals by the Committee will meet at least the minimum standards and specifications required by the City of Houston. Power to grant waivers or variances is vested solely in the Board who shall act after recommendation by the Committee. All waivers and variances must be in writing signed by the members of the Board having the authority to grant the variance and be in recordable form. A majority of the Board may designate a representative to act for it.

3.4 Upon receipt by the Committee of any drawings or proposals, the Committee shall immediately notify the Board, which shall be accomplished by sending notice to the President of the Association, of their receipt thereof and any subsequent action thereon. The drawings and specifications submitted to the Committee shall specify, in such form as may be reasonably required, the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. The Committee shall meet and respond promptly. In the event the Committee fails to approve or disapprove the drawings and specifications within thirty (30) days after having actually received same, the drawings will be deemed to have been approved, except that no waiver or deviation from these Restrictions will be permitted. Any errors or defects in or omissions from the drawings and specifications or the site plan submitted to the Committee shall be the responsibility of the owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors or defects in or omissions from any such drawings and specifications or site plan, whether the same relate to Lot lines, building lines, easements, usability, fitness for the purpose intended, or otherwise.

3.5 Without limitation of the powers herein granted, the Committee shall have the right to specify a limited number of acceptable exterior materials, colors and/or finishes that may be used in the construction, alteration, maintenance or repair of any improvement, including, but not limited to, roofs, walls or fences. The Architectural Control Committee may from time to time promulgate guidelines establishing minimum acceptable construction standards as to items such as construction of sidewalks, driveways, fences, landscape walls, devices for generation of electricity, rain water collection devices, and flag poles. (This list is intended to be illustrative rather than exclusive.) However, such guidelines will serve as a minimum standard only and the Architectural Control Committee shall not be bound thereby.

3.6 Where not otherwise specified herein, the Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks, driveway access to adjacent streets; the location, height and extent of fences, walls or other screening devices and the orientation of structures with respect to streets, walks and structures on adjacent property. The Committee shall have full power and authority to reject any drawings and specifications that do not comply with the restrictions herein imposed to meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision. Completion of any construction prior to committee approval shall not constitute a defense to any suit for enforcement of these restrictions.

#### Section 4. ROOFS

4.1 Any proposals for the construction of, or repair to, or replacement of a roof must be submitted to the Architectural Control Committee and approved in writing by that committee prior to commencement of the repair or replacement. No repair (except emergency repairs) or replacement shall be approved unless it complies with the then-existing standards established by the Architectural Control Committee. The Board shall provide the Committee with the minimum standards of construction. The Board may amend these minimum standards at any time. The list of these standards will be available to any Lot owner upon request and reasonable notice.

4.2 Notwithstanding the above, an emergency repair of a roof that (1) affects less than twenty percent (20%) of the total surface area of the roof, (2) does not alter the pitch, color, design, type of materials, or composition of the roof as originally constructed, and (3) is otherwise in compliance with all then-existing deed restrictions and Architectural Control Committee standards for roof construction, may be commenced without prior written approval by the Architectural Control Committee. Within 30 days of completion of such a repair, written notice and description of the repair shall be provided to the Architectural Control Committee. If the completed repair is found to be in noncompliance with the then-existing Deed Restrictions or the Architectural Control Committee's minimum standards for roof construction, a notice to that effect shall be sent by the Architectural Control Committee to the property owner and all legal and equitable remedies for noncompliance with these restrictions may then be sought.

Section 5.  
DWELLING QUALITY AND SIZE

5.1 The ground floor area for a residence exceeding one story in height shall be not less than 1,500 square feet, excluding garage. The ground floor area for a one (1) story residence shall be not less than 2,000 square feet, excluding garage. The exterior wall material of the main residence structure of all Lots shall not be less than fifty-one percent (51%) masonry. No window air conditioners visible from the street shall be permitted. Fiber-cement siding materials having a smooth or simulated wood grain appearance shall not be considered as "masonry" for purposes of satisfaction of this requirement.

5.2 With the exception of unfinished attic space, no Dwelling may exceed two and one half (2½) stories. Total enclosed living space of any Dwelling may not exceed four thousand (4,000) square feet. No Dwelling may exceed thirty-five feet (35') in height when measured from the ground elevation at the front building line to the highest roof line of the structure.

Section 6.  
BUILDING LOCATION

6.1 No building shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than the minimum building setback line shown on the recorded plat. No building shall be located nearer than five feet (5') to any interior Lot line, except that a garage or other permitted accessory building located seventy feet (70') or more from the front property line which may be a distance of three feet (3') from an interior Lot line.

6.2 No building other than garages may be closer than ten feet (10') to the rear property line and no building, even of a temporary nature, may be placed in utility easements. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, providing however, that this shall not be construed to permit any portion of the structure on the Lot to encroach upon another Lot or any utility easement.

6.3 No play structure or fixed playground equipment may be located forward of the minimum building setback line.

6.4 Additional building location requirements applicable to Section Five (5) and Section ten (10) only are contained in Exhibit One hereto.

Section 7.  
SIGHT DISTANCE AT INTERSECTIONS

7.1 No fence, wall, hedge, shrub or planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to any Lot within ten feet (10') from the intersection of a Street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8.  
LOT WIDTH

8.1 No Dwelling shall be erected or placed on any Lot having a width of less than sixty-five feet (65') at the minimum building setback line. No platted residential Lot may be subdivided. No more than two, adjacent platted residential Lots may be combined for the purpose of creating a single home site provided that all existing utility easements and other servitudes are maintained and observed.

Section 9.  
SIDEWALKS

9.1 Concrete sidewalks shall be constructed continuously along all front and side streets adjacent to all Lots. The sidewalk shall be installed as a part of the improvements placed upon the Lots, and shall be located between the Lot lines and the curb lines. The exact locations, grades, widths and specifications of the sidewalks shall be as required by the City of Houston. An aerial easement eight feet (8') high above and to the full width of the sidewalk shall be maintained by each Lot owner, free and clear of trees, branches and shrubs, adequate to allow two people to walk abreast unimpeded on the sidewalk.

Section 10.  
EASEMENTS

10.1 Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat.

Section 11.  
FENCES AND WALLS

11.1 Fences and walls shall not be more than eight feet (8') in height. Fences and walls may extend to the interior Lot line, but shall not be forward of the front building line. On corner Lots, walls and fences shall not be placed outside of the side building line.

11.2 Walls are to be constructed of brick and mortar on a reinforced concrete base of a design and choice of materials and color approved by the Architectural Control Committee. New and replacement fences are to be constructed of materials, color, and design approved by the Architectural Control Committee.

11.3 The provision, maintenance, and repair of fences and walls shall be the responsibility of the Lot owner. Damaged or deteriorated fences shall be repaired, replaced (after submission and approval of plans as described herein), or removed in their entirety.

Section 12.  
GARAGES

12.1 Garages Required – As stated at Section 1.1 above, each Dwelling must have a useable private garage capable of accommodating not less than two (2) nor more than four (4) cars. Such garage must be equipped with an operable door of not less than eight feet (8') in width to allow vehicular access to each parking space or bay.

12.2 Location - As stated at Section 6.1 above, a garage or other permitted accessory building may be located seventy feet (70') or more from the front property line may be a distance of three feet (3') from an interior Lot line. As stated at Section 6.2 above, a garage may be less than ten feet (10') from a rear property line provided that (a) it is not less than three feet (3') from that property line and (b) the garage does not encroach upon a utility easement. Additional location requirements applicable to certain Lots in Section Five (5) and Section ten (10) only are contained at Exhibit 1 hereto.

12.2 Conversion - Conversion of, or change in, use of a garage or permitted accessory building is prohibited if the resulting structure or use is in violation of the building location requirements or if such conversion results in the property not meeting the requirement of Section 1.1 and 12.1 above that a useable garage exist on each improved residential Lot. Any change to the appearance or use of an existing garage must be approved by the Architectural Control Committee.

12.3 Use – As stated at Section 14.1 herein, no garage shall be used on any Lot at any time as a residence either temporarily or permanently.

12.4 Garage Apartments – Subject to the above and to Architectural Control Committee approval, one only garage apartment may be added attached to or above the vehicular storage space. Occupation of such a garage apartment shall not be considered as “residential use” for purposes of section 12.3 above.

Section 13.

ANTENNAS AND OTHER STRUCTURES

13.1 No antenna towers, dish-type antennas or similar devices shall be installed, placed, erected or located in the Subdivision without the prior approval of the Architectural Control Committee. In no event shall any antenna height exceed the distance to the nearest property line so that in the event it should fall, it will be wholly confined within the Lot.

Section 14.

TEMPORARY STRUCTURES

14.1 No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 15.

STORAGE, STORAGE SHEDS, AND PORTABLE STORAGE CONTAINERS

15.1 Storage sheds will be permitted only if (1) they are not visible from the street and (2) they do not exceed ten feet (10') in height. Nothing shall be stored upon a Lot in violation of either federal or state law or City of Houston ordinances.

15.2 Temporary storage containers exceeding five hundred (500) cubic feet in capacity may only be placed on a driveway. If any portion is forward of the front building line, it is limited to a placement not to exceed 14 consecutive days. If placed behind the front building line, the container may be placed a maximum of 1 month.

15.3 In case of damage to the main residence arising from fire, storm, other causes, or significant remodeling, preservation of personal items by such containers while repairs or reconstruction is underway may be permitted for a longer period by the Association if formally requested by the property owner.

Section 16.

SWIMMING POOLS AND SPAS

16.1 No swimming pools or spas shall be erected or constructed on any Lot forward of the building line or within any easement. All swimming pools and spas will be fenced and screened from view from the street. Pools and spas shall comply with all applicable laws and ordinances regarding safety and sanitation.

Section 17.

VACANT AND NEGLECTED PROPERTY

17.1 All homes or Lots, whether occupied or not, must be well maintained and yards must be regularly cut and cared for. Should any home or Lot be neglected or abandoned, the Association reserves the right to protect the way of life and property values in the Subdivision by such measures as it deems necessary, including, but not limited to mowing, trimming, painting, repairing or raking and such costs will be assessed against the property owner or applied as a lien against the property. All Lot owners waive all causes of action in damages, trespass or otherwise and grant immunity to the Association for any acts done under this Section. The Association may charge a reasonable administrative fee to remedy situations which violate this Section.

#### Section 18.

#### REPAIR, REMODELING, RECONSTRUCTION, OR CONSTRUCTION OF PROPERTY

18.1 In the event of damage or destruction by fire or other casualty to any Lot or improvement thereon, the owner shall secure the property immediately and commence repair, rebuilding or removal of such improvements within one hundred twenty days (120) from the date of the occurrence, and shall maintain continuous work until completed.

18.2 A project involving major construction, reconstruction, or remodeling once commenced must proceed to completion without interruption unless there are circumstances beyond the control of the remodeler or general contractor.

18.3 A debris container, commonly called a “dumpster” or “skiff,” if employed, shall be placed on the driveway behind the front building line or as far from the street as possible. If the debris can be windblown, the debris container or debris pile must be equipped with a containment means such as a net or cover to prevent debris from being blown over the neighborhood

18.4 Major construction/reconstruction will require guidance and approval by the Architectural Control Committee as to site management – appearance, fencing, storage of personal property, public safety, debris storage and removal, mowing and edging, etc. - during the construction period.

#### Section 19.

#### NUISANCES

19.1 No nuisance shall ever be erected, placed or suffered to remain upon any property in the Subdivision, and no owner of or resident on any property in the Subdivision shall use, maintain or fail to maintain the same so as to endanger the health or disturb the reasonable enjoyment of any other owner or resident. The Board is hereby authorized to determine what constitutes a violation of this restriction. No door to door soliciting for the purpose of selling goods or services of any type will be permitted without prior consent of the Board.

19.2 All alarm systems will comply with the applicable requirements of the City of Houston and shall be equipped with a timer such that if tripped, the siren or audible signal will automatically turn off after a period not to exceed 30 minutes after the siren or signal commences.

19.3 Noise and sound levels of machinery, televisions, or audio devices may not exceed the levels established by any applicable ordinance or other governmental standard. Operation of devices such as power tools, power lawn maintenance equipment, entertainment equipment, or other mechanical device or machinery audible upon adjacent properties which comply with applicable laws regarding sound output and are not otherwise unduly or unnecessarily disruptive or annoying are generally permitted during the hours of 7:00 AM to 8:00 PM but not before sunrise nor after sunset.

## Section 20. SIGNS

20.1 No signs of any kind shall be displayed to the public view on any Lot except as permitted by this Section. Permissible signs are: one sign of not more than five square feet (5 sq. ') advertising the property for sale; political signs during active campaigns and election periods; security warning signs; beware of dog signs; builder signs; construction signs; civic association approved signs; and "safe house" signs.

20.2 Sign Restriction Exceptions:

Association Announcements: Marilyn Estates Association announcements may be posted as required to provide public notice of meetings and events.

Election Campaign Signs: Campaign signs shall not exceed four feet (4') by six feet (6') in size, shall not be erected more than ninety (90) days in advance of the election to which the sign relates, and shall be removed within ten days (10) after the conclusion of the election.

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

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

## Section 21. VEHICLES

21.1 No vehicle which is inoperative, wrecked, dismantled, partially dismantled, discarded, or which does not have lawfully affixed thereto, both an unexpired license plate or plates or license/registration certificate and a valid motor vehicle safety inspection certificate, shall be permitted upon any Lot if visible from the street or adjoining Lot. No vehicles can be parked on unpaved surfaces or obstructing the sidewalk.

## Section 22.

## TRAILERS, COMMERCIAL AND RECREATION VEHICLES

22.1 No commercial vehicles, boats, jet skis, all-terrain vehicles, mobile homes, motor home recreation vehicles, trailers, or any other similar vehicle or device shall be placed on any Lot permanently, regularly or for any period for more than a total of one (1) week during a calendar month in such a manner that it is unsightly, obstructive or visible from the street, except that any such vehicle or device may be stored or kept so long as it remains behind and inside the Lot building lines, and it is shielded from view from the street.

### Section 23.

## OIL AND MINING OPERATIONS

23.1 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 any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in exploring for or the production of oil, natural gas, or other minerals shall be erected, maintained or permitted upon any Lot.

### Section 24.

## PETS AND OTHER ANIMALS

24.1 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided that they do not constitute a nuisance. No wild, exotic or domesticated animal that represents an unusual risk of harm shall be kept on any Lot.

### Section 25.

## GARBAGE AND REFUSE STORAGE OR DISPOSAL

25.1 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. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash, garbage, other waste containers therefore shall not be placed or stored in a location visible from the street prior to 6:00 p.m. on the date prior to a trash/garbage pickup day. All trash containers must be removed from sight as soon as possible, but not later than 10:00 p.m. on the trash/garbage pickup day.

Placement and pickup of types of heavy trash is governed by different requirements promulgated by the City of Houston Solid Waste Department. Reference may be made to the City of Houston websites for current regulations. The Marilyn Estates website may also include the current City regulations.

### Section 26.

## YEARLY DUES AND FEES

### 26.1 Creation of Assessments.

(a) Regular Assessments. Each lot in the subdivision shall be and is hereby made subject to an annual assessment. Such annual assessment shall be paid by the Property Owner of each lot and is due and payable to the Association by January 1st of each year to maintain the on-going operations of the Association and to support the various activities of the Architectural Committee. The initial amount of the annual assessment shall be sixty-eight dollars (\$68.00). The Board of Directors of the Association in its discretion may increase this amount once per year provided that no such increase may exceed ten percent (10%) of the assessment for the prior year, or the rate of inflation (as defined by the Consumer Price Index), whichever is greater. An increase in the amount of the annual assessment greater than ten percent (10%) of the assessment for the prior year or the rate of inflation may be imposed upon a simple majority vote of the Property Owners present at a meeting called by the Association. Proper notice of any meeting called for the purpose of increasing the amount of the annual assessment exceeding ten percent (10%) or the rate of inflation, whichever is greater, shall be published not less than fifteen (15) days in advance of such meeting, and shall clearly state the proposed dollar amount for the increase in the annual assessment. The Association may, as a separately itemized charge included with and made part of the Regular Assessment, assess Property Owners for reimbursement of the cost of the provision of security services in the Marilyn Estates Subdivision. In the event that the cost of security services exceeds the amount collected for any year, other funds of the Association may be used on a temporary basis to cover the shortfall. However, any such loaned funds should be restored to the Association's general operating account through the adjustment of future security assessments.

(b) Special Assessments. In addition to the annual assessment authorized above, the Association may levy in any calendar year a special assessment applicable to that year for the purpose of defraying, in whole or in part, any anticipated extraordinary expenditure. Any such assessment must be approved by a majority of the Association members present at a meeting called by the Association. Proper notice of any meeting called for the purpose of imposing a special assessment shall be published not less than fifteen (15) days in advance of such meeting, and shall clearly state the purpose and dollar amount of the special assessment.

(c) Both annual and special assessments must be fixed at a uniform rate for all lots.

### 26.2 Purpose of Assessments.

The regular or special assessments levied by the Association shall be used exclusively to promote the public safety, health, and welfare of the Property Owners and other residents of Marilyn Estates, as well as for: the enforcement of Deed Restrictions; safeguarding of property values; maintaining the properties in the Subdivision in neat and good order; capital improvements; covering operating deficits; and/or funding other necessary or desirable activities which the Association considers to be of general benefit to the current and future Property Owners or residents. The judgment of the Board of Directors of the Association in the

expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith.

### 26.3 Enforcement of Assessments.

(a) If a Property Owner or resident does not pay the full annual assessment by March 31st of each calendar year or other charges within sixty (60) days after they are incurred, they shall be considered delinquent. All delinquent amounts shall accrue interest at the rate of ten percent (10%) per year, and the Association shall be entitled to reasonable attorneys' fees and other costs associated with the collection of any delinquent amounts. At the sole discretion of the Board of Directors, extended payment arrangements may be made. However, any such agreement must be in writing signed prior to March 31<sup>st</sup> of the year of the assessment. If permitted by such arrangement interest and penalties may be waived, provided that all sums due must be paid not later than the last day of the year in which the Assessment is made. The Board of Directors may impose reasonable late charges, and, if applicable returned check charges, for the late payment of regular assessments or special assessments. Past due Assessments shall accrue simple interest at the rate of ten percent (10%) per year. Late charges, penalties, and returned check charges shall not accrue interest. Interest on past due Assessments shall be computed as simple interest and compound interest shall not be charged. Interest shall in no event exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law.

(b) All assessments (together with any interest, expenses, and reasonable attorney fees in case of delinquency), shall be the personal obligation of the Property Owner at the time the assessment falls due. The Association may bring an action at law against the Property Owner to enforce this personal obligation.

(c) In order to secure the payment of the annual assessment and any special assessments levied for those Lots in Marilyn Estates acquired after the effective date of these restrictions, a Vendor's Lien shall be and is hereby reserved upon each Lot and any portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Association. This lien shall be deemed subordinate to the lien or liens of any bank, insurance company, savings and loan institution or any other person which hereafter lends money for the purchase of any property within the subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property. Those assessments which are not paid promptly when due, shall bear interest from and after the due date at the rate of ten percent (10%) per year, and the Association shall be entitled to collect reasonable collection charges, including attorney's fees, with respect to any assessment which is not paid promptly when due. Such interest, collection charges and attorneys' fees shall be secured in like manner as the assessment.

(d) The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether assessments against a specific Lot have been paid.

## 26.4 Change of Ownership

It shall be the duty of each subsequent Owner of any Lot in Marilyn Estates to notify the Marilyn Estates Association of the change of ownership and to effect the correction of the Associations records. The Association shall charge a transfer fee of \$100.00 for amending its records. The Board shall have the right to amend this charge from time to time as it sees fit. The Marilyn Estates Association may acquire and own property for the benefit of the residents, with all of the rights of any private owner of any Lot in Marilyn Estates.

### Section 27.

#### AMENDMENTS AND CHANGE TO RESTRICTIONS AND COVENANTS

27.1 These restrictions and covenants may be amended and changed at any time by the recording of a written agreement signed and acknowledged by a simple majority of the then owners of all Lots in the Subdivision in those Sections which have adopted a counterpart of this set of restrictions. Such amendment or change shall become effective upon being filed for record in the office of the County Clerk of Harris County, Texas. The person or persons requesting an amendment or change, or the Marilyn Estates Association if it be the requestor, shall bear all expenses in connection therewith. Any amendment or change to these restrictions and covenants shall not abrogate the purposes set out in this Instrument.

### Section 28.

#### APPLICABILITY

28.1 These restrictions shall modify, change and take precedence over those restrictions previously filed of record in the office of the County Clerk for the various sections of Marilyn Estates in the Deed Records of Harris County, Texas, and shall extend, continue, and preserve any lien previously created or existing which secured or secures yearly dues and fees assessed or to be assessed under these Amended Deed Restrictions or the earlier Deed Restrictions referred to hereinabove.

### Section 29.

#### COURT PROCEEDINGS

29.1 The Association shall have the right, but not the duty, to enforce, by any proceedings at law or in equity, all assessments (including liens, fines, or other charges), conditions, covenants, easements, reservations and restrictions now or hereafter imposed by the provisions of this Declaration. The authority of the Association to enforce the Declaration shall not affect the right of any Owner to commence and maintain actions and suits to restrain and enjoin any violation or threatened violation of the provisions of this Declaration by another Owner. Enforcement may be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any restriction, covenant and condition herein contained, whether such enforcement is to restrain violation or to recover damages, or both. Failure of the Association or any Owner to

enforce any provision of this Declaration does not constitute a waiver of the right to do so hereafter. The persons violating this Declaration shall be responsible for paying any and all court costs, attorney's fees, and other costs that are incurred by either the Association or any Owner in enforcing the provisions hereof.

Section 30.  
SEVERABILITY

30.1 Invalidation of any one of these covenants, restrictions or provisions or any part thereof by judgment or Court Order shall in no way affect any of the other restrictions, provisions and covenants which shall remain in full force and effect.

Section 31.  
SAVINGS PROVISION

31.1 Existing conditions which were not a violation of the pre-existing restrictions, but which are nonconforming or violate these restrictions, will be permitted to continue until such time as they become damaged, destroyed, or functionally obsolete.

Section 32.  
COUNTERPARTS

32.1 This instrument contains signature pages from various counterparts, each of which, when so executed shall be deemed to be an original. Such counterparts shall constitute one and the same instrument, and for recordation purposes, separate signature pages and acknowledgments may be affixed to the body of this original instrument without the necessity of recording the entirety of each separate counterpart.

32.2 Further, as each Section of the Subdivision which ultimately adopts and records a counterpart of these restrictions, all such adopted and recorded counterparts shall be construed as one instrument, applicable to each of the adopting Sections of the Subdivision.

Section 33.  
INTERPRETATION

33.1 These restrictions shall be construed so as to give the broadest interpretation thereof and to facilitate their enforcement. Nothing in these restrictions shall ever be interpreted to authorize violation of any municipal, state or federal law.

33.2 The recording of the signed multiple counterparts of this instrument shall be treated as the recording of a singular original instrument as of the date and time that the first multiple counterpart is recorded.

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

Section 34.  
NOTICES

34.1 Any notice permitted or required to be given to an Owner by these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the Owner of the property as named and at the address as stated in the records of the Harris County Appraisal District. Owners shall be conclusively presumed to be on notice of the contents of any document mailed in this manner on the third business day after the article is deposited with the United States Postal Service. Additionally, the Association may, but shall not be required to, send additional copies of any notice via electronic means.

## EXHIBIT 1 TO AMENDED AND CONSOLIDATED DEED RESTRICTIONS

### Special Restrictions Applicable to Section Five (5)

1. Tract "A" containing 3.971 acres in said Marilyn Estates, Section Five (5) is not restricted hereunder, but is expressly excluded herefrom and shall be unrestricted.
2. Lots One (1) through Five (5), both inclusive, in Block Ten (10) in said Marilyn Estates, Section Five, (5) have been restricted to certain church and/or residential uses and such Lots One (1) through Five (5), both inclusive, in Block Ten (10) are expressly excluded from these restrictions. Notwithstanding the foregoing, to the extent that these restrictions are imposed upon Lots One (1) through Five (5), both inclusive, in Block Ten (10) by restrictions or covenants contained within a conveyance of one or more of these Lots, these restrictions shall then be become applicable at the time and in the manner stated in the conveying document.
3. In addition to the restrictions applicable to said Marilyn Estates, Section Five (5), the following additional restrictions shall apply:
  - (a) The following described Lots in Marilyn Estates, Section Five (5) are hereby expressly restricted against any garage facing on Paisley Lane, being Lots Nine (9), Ten (10), Seventeen (17), Eighteen (18), Twenty Five (25) and Twenty Six (26) in Block Ten (10).
  - (b) All Lots hereafter described shall have a forty five foot (45') set-back for garages facing the front of said Lots, attached or detached, from the front Lot line of each of said Lots, being all of Lots Thirteen (13) through Twenty Four, (24) both inclusive, in Block Nine (9); and Lots Ten (10) through Twenty Five (25), both inclusive, in Block Ten (10).

### Special Restrictions Applicable to Section Six (6)

Notwithstanding the land use and building type restrictions applicable to Section Six (6) generally, Reserve A may be used as a site for neighborhood swimming club. Also, notwithstanding the land use and building type restrictions applicable to Section Six (6) generally, Lot One (1) Block One (1) may be used as a site for a club house. If these tracts are not used for these purposes, respectively, they may then only be used as sites for single family residences in accordance with the restrictions imposed upon Section Six (6) generally.

### Special Restrictions Applicable to Section Ten (10)

On Lots 17, 18, 30, 31, 40, and 41 of Block 9, the garages must face and open to the east, west, or north. No garage on any of those lots may face or open onto Queensloch Drive. Driveways on these Lots may enter on Queensloch Drive provided that any such driveway must turn 90 degrees to enter the garage.