

P734745

COMMONWEALTH LAND TITLE COMPANY OF HOUSTON

LOT-52-3388

05/04/94 001 4 345 P841672 26.00

*Rest*

**P841672 RESTRICTIONS AND COVENANTS IN HUNTER'S PARK ADDITION**

*return to 21*  
Commonwealth Land Title  
5047 Sun Palace, #500  
Houston, Texas 77057  
31027 3040

It is the desire of J-W BUILDERS, LTD., a Texas limited partnership (the "Partnership") to place restrictions, covenants, conditions, stipulations and reservations upon and against such property owned by them, and herein referred to as the HUNTER'S PARK development in Houston, Harris County, Texas.

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to property located in Houston, Harris County, Texas more particularly described in the attached Exhibit "A" (the "Property") incorporated herein and made a part hereof for all purposes.

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**RESTRICTIONS**

For the purpose of creating and carrying out a uniform scheme of development for the improvement and sale of HUNTER'S PARK, which has been made an Addition in Harris County, Texas by proper recordation of a plat in the Real Property Records of Harris County, Texas, the Partnership, as the developer, desires to restrict the use and the development of the Property in order to insure that it will be developed in a uniform, harmonious manner:

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NOW, THEREFORE, the Partnership does hereby impose the following restrictions on said Property which shall constitute covenants running with the land, and shall inure to the benefit of the Partnership, its successors and assigns, and any one of said beneficiaries shall have the right to enforce such restrictions using whatever legal or equitable method is deemed advisable; and if any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

**GENERAL RESTRICTIONS**

(1) These restrictions shall be effective until January 1, 2019, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square foot area of land area within the Lots (hereinafter defined) in HUNTER'S PARK, may release all of the Lots hereby restricted from any one or more of said restrictions, or may release any Lot from any restriction imposed hereby on either January 1, 2019, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing same for record in the Real Property Records of Harris County, Texas, at any time prior to January 1, 2014, or at any time prior to five years preceding the expiration of any successive ten (10) year period thereafter. Notwithstanding the foregoing, in no event shall the restrictions evidenced hereby extend beyond twenty-one (21) years (less one day) after the death of the last survivor of all presently living descendants of George Bush, Former President of the United States of America.

The term "Lots" as used herein shall mean and refer to the fourteen (14), single-family residential lots subdivided within the Property as reflected on the plat ("Plat") thereof filed for record in the Map Records of Harris County, Texas under Film Code No. 356004. The term "Lot" shall mean and refer to any one of the Lots.

(2) The Property shall be used for residence purposes only and no home may exceed two (2) stories in height. No improvements of any character shall be erected or maintained, or the erection thereof begun or changes made in the exterior design thereof until complete plans and specifications, including a plot plan, have been submitted to and approved in writing by the Partnership; provided however, the Partnership shall not unreasonably withhold or deny such consent if the improvements reflected on such plans and specifications are generally architecturally compatible with the then existing residences within HUNTER'S PARK. The Partnership shall  
THIS DOCUMENT IS BEING REFILED TO ATTACH EXHIBIT "A" AND TO ELIMINATE PARAGRAPH (2), EXHIBIT "B", AS EASEMENT WAS FILED UNDER SEPERATE DOCUMENT.

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have one (1) week after receiving such plans or specifications to advise the parties submitting the same whether the same have been disapproved failing which the same shall be approved for all purposes. The Partnership may elect to assign its review and approval rights hereunder to the Association (hereinafter defined) and shall evidence the same in a writing filed in the Real Property Records of Harris County, Texas.

(3) The terms "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses, mobile homes and apartment houses, and to exclude commercial and professional uses; and any such usage of the Property is hereby expressly prohibited.

(4) The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections, and every other permanent part of the improvements except roofs.

(5) No garage or outbuilding on the Property shall be used as a residence or living quarters, except by servants engaged on the premises.

(6) No garage or servant's house shall be erected on any Lot with roof or outside walls of material or color different from those used in house or residence erected on such Lot, except with the written consent of the Partnership.

(7) No trash, ashes or other refuse may be thrown or dumped on any Lot.

(8) No building material of any kind or character shall be placed or stored upon the Property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and Lot line.

(9) Grass, weeds, and vegetation on each Lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive condition. Trees, shrubs, vines and plants which die shall be promptly removed from the Property. Until a home or residence is built on a Lot, the Partnership, may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the Property, and the owner of such Lot shall be obligated to pay for the cost of such work.

(10) No fence, wall, or hedge shall be placed on any Lot nearer to any street than is permitted for the house on said Lot, except with the written consent of the Partnership; no fence, wall or hedge shall be placed on any portion of the sites higher than seven (7) feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Partnership and such encroachment is wholly at the risk of the owner.

(11) No signs, billboards, posters, or advertising devices of any character shall be erected in HUNTER'S PARK without the written consent of the Partnership; such permission shall be revocable at any time.

(12) No boats, trailers, housetrainers, trucks, motor homes, mobil homes, or junk of any kind or character, or any accessories, parts or objects to be used therewith, shall be kept, repaired, or work done thereon, on any Lot nearer to the front or side street than the front or side set back lines (respectively) for the house or residence.

(13) No privy, cesspool, septic tank, or disposal plant shall be erected or maintained on any part of HUNTER'S PARK.

(14) No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on HUNTER'S PARK without

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the written consent of the Partnership and/or the City of Houston; provided, however, that this restriction shall never prohibit excavations for the purpose of constructing swimming pools for the use with a residence constructed on a Lot upon the approval by the Partnership of plans and specifications for same.

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(15) Violations of any restrictions, conditions or covenants herein shall give the Partnership the right, but without obligations so to do, to enter upon property where such violations exist and summarily abate or remove the same at the expense of the owner, and such entry and abatement of removal shall not be deemed a trespass.

(16) Building set back lines for each Lot are reflected on the Plat.

(17) If garage, servant's quarters, house, or other outbuilding is made an integral part of the residence, or is connected thereto, in a manner approved by the Partnership, the same shall be considered part of the residence on such Lot for the purposes of compliance with setback distances from front and sidelines of Lot. When the garage is situated as aforesaid, garage doors shall not open toward any street except with the written consent of the Partnership.

(18) Houses or residences constructed shall have a minimum square footage of 2,000 square feet, not including garage areas, porches, or decks.

(19) All homes in HUNTER'S PARK will face the private street to be constructed therein and all access to and from any home to and from Wirt Road shall be via said private street, except that the homes built in Lots 11 and 12 may face Reserve A shown on the Plat.

**AIR CONDITIONING UNITS;  
ACCESS EASEMENT FOR LOTS 11 AND 12**

(1) The Owner of each Lot (for purposes of this paragraph (1), a "Utilizing Owner") shall have the right to locate within the building set back area of the immediately adjacent Lot a ground-mounted air conditioning unit and related equipment and facilities which are used in providing heating, ventilation and air conditioning to the house constructed by the Utilizing Owner on its Lot and there is hereby created an easement over and on the building set back area of each Lot therefor, which easement shall also entitle the Utilizing Owner to enter the building set back area for the purpose of installing, maintaining, repairing and replacing such equipment and facilities. Each Utilizing Owner shall be responsible for any and all damage, loss, liability, cost or expense suffered or incurred by the Owner of the adjacent Lot so utilized and shall promptly repair any and all damage to the surface of the Lot caused by such installation, maintenance, repair or replacement.

(2) There is hereby created an easement over, on and along that portion of Lot 10 described on Exhibit "B" attached hereto and made part hereof (the "Access Easement") for the benefit of the Owners from time to time of Lots 11 and 12 for the purpose of providing vehicular and pedestrian ingress and egress to and from Lots 11 and 12, respectively, to the private road within HUNTER'S PARK, which easement shall be deemed to run with Lot 10 and be binding upon all Owners from time to time thereof. The Access Easement shall be used solely for providing ingress and egress to Lots 10, 11, and 12 and there shall be constructed and maintained thereon a hard surface driveway (concrete, asphalt or other similar surface) sufficient to accommodate vehicular traffic. Owners of Lots 10, 11, and 12 shall share in equal proportions the costs of maintaining and repairing the driveway on the Access Easement, and such Owners shall be personally liable to one another for the costs and expenses so incurred during the period of ownership of its Lot.

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ASSOCIATION; ASSESSMENTS

(1) The assessments provided for herein shall be used exclusively (A) to maintain, repair and replace from time to time (i) the private street located in HUNTER'S PARK, (ii) the area shown as Reserve A on the Plat, including the payment of insurance therefor and real estate taxes thereon, (iii) all lighting for the private street and the entry marker for HUNTER'S PARK, (B) to provide insurance for the Association, (C) to provide for landscaping services for all common areas and garbage pick-up for the Lots and (D) such other purposes as the Association may from time to time designate including provision of cable television service.

(2) The affairs of HUNTER'S PARK shall be managed by the Hunter's Park Property Owner's Association, a Texas non-profit corporation to be formed by the Partnership ("Association"). The Association shall have the right, power and obligation to provide for the management, maintenance, repair, replacement, administration, insuring and operation of the subdivision as herein provided and as provided for in the by-laws. The business affairs of the Association shall be managed by its Board of Directors. For a period of ten (10) years from the date hereof, the Partnership shall have absolute, complete and exclusive control of the Association and the Board of Directors, regardless of how many other owners may acquire Lots during such period of time. The Partnership, in its sole discretion, may appoint a Board of Directors, said appointed Board to administer the Association's and the subdivision's affairs, until the first annual meeting of the members of the Association is held in accordance with the provisions of subparagraph (5) below hereof and a Board of Directors is elected by the members. The Board of Directors elected at the first annual meeting of members of the Association is herein called the "First Elected Board". The Board of Directors appointed by the Partnership pursuant to the provisions of this section is herein referred to as the "Appointed Board". The Partnership shall have the power, exercisable at any time and from time to time, to remove any Director of the Appointed Board and appoint a successor, as well as to appoint a successor for any position on the Appointed Board which becomes vacant.

The Appointed Board may engage the Partnership or any whether or not affiliated with the Partnership, to perform the day to day functions of the Association and to provide for the management, maintenance, repair, replacement, administration insuring and operation of the subdivision.

(3) Each owner, including the Partnership during the period of time in which the Partnership owns any Lot, shall be a member in the Association and such membership shall terminate automatically when such ownership ceases; provided, however, that in the event Declarant shall transfer ownership of all Lots prior to the expiration of ten (10) years following the date hereof, the Partnership shall nevertheless be considered a member in the Association until the expiration of such period of time, and shall have all voting and other rights granted to the Partnership until the expiration of such period of time or the Partnership's express revocation and waiver of such rights as evidenced by a writing to such effect signed by the Partnership and filed in the Real Property Records of Harris County, Texas (the "Revocation Notice"). Upon the transfer of ownership of a Lot, howsoever achieved, the new owner thereof shall, concurrently with such transfer, become a member in the Association.

(4) Until the expiration of ten (10) years following the date hereof or the filing of the Revocation Notice, whichever is the first to occur, the Partnership shall have all voting power, and no other member shall have any voting power whatsoever during such period of time; thereafter, the total voting power shall be the sum of votes that correspond to the number of Lots, with all votes in the Association to be on the basis of one vote for each Lot. In the event that ownership interests in a Lot are owned by more than one member of the Association, such members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot. Such owners shall appoint one of them as the member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one member of the Association and no single member is designated to

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vote on behalf of the members having an ownership interest in such Lot, then none of such members shall be allowed to vote. All members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy.

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(5) The first annual meeting of the members of the Association shall be held within 60 days after the first to occur of the expiration of ten (10) years following the date hereof or the filing of the Revocation Notice, when called by either the Appointed Board or the Partnership, upon no less than ten (10) and no more than fifty (50) days' prior written notice to the members. The First Elected Board shall be elected at the first annual meeting of the members of the Association. Thereafter, annual and special meetings of the members of the Association shall be held at such place and time and on such dates as shall be specified in the By-laws. The Partnership may convene a special meeting of the Members of the Association at any time and from time to time prior to the first annual meeting of the Members of the Association for such purposes as the Partnership may deem appropriate.

(6) In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between or among owners, the Board and/or the Association, including appointment of committees to consider and recommend resolution of any such disputes.

(7) Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

(8) In accordance with the By-laws, the Board shall elect, at least annually, a President, one or more Vice Presidents, a secretary, a Treasurer and such other officers and assistant officers as it may designate. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association. The President shall have all the general powers and duties which are usually vested in the office of president of an association. The Secretary shall keep all the minutes of all meetings of the Board and the minutes of all meetings of the Association, and shall be in charge of such books and papers as the Board may direct. The Secretary shall keep and update a complete list of members, showing opposite each member's name the number of the Lot owned by such member. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board. The Appointed Board or the Partnership shall appoint a President, one or more Vice Presidents, a Secretary and a Treasurer to serve in such capacities until the first annual meeting of the members of the Association shall be held. At the first annual meeting of the members of the Association, the First Elected Board shall elect a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as it may designate; thereafter, the Board shall elect officers at least annually, in accordance with the by-laws of the Association.

(9) Each Lot shall be subject to an annual maintenance charge in an amount to be set by the Partnership or Appointed Board, and thereafter shall be set by the Board. The amount of the annual maintenance charge for each Lot may be increased or decreased by the Board from time to time. However, if any such change increases the annual maintenance charge by more than twenty percent (20%) of the amount of annual maintenance charge prior to such change, the change must be approved by a majority of the members present at a duly called meeting. The annual maintenance charge and any special assessments provided for herein shall be uniform as to each Lot on a Lot by Lot basis, and shall not be based on the size of each Lot or number of square feet contained therein.

(10) Notwithstanding anything to the contrary contained herein, until the election of the First Elected Board, the Partnership shall not be responsible for payment of the annual maintenance charge with respect to Lots owned by the Partnership.

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(11) In the event that an owner fails to pay his share of the amount assessed on or before the date set at the meeting for said assessments to be due and payable, such assessment shall be delinquent, and together with interest at the maximum lawful rate thereon, attorney's fees, court costs and other costs of collection thereof, be secured by a continuing lien on the property in HUNTER'S PARK owned by the delinquent owner, and such delinquent assessment shall be a personal obligation of the delinquent owner enforceable at law, which lien and right of action shall run in favor of the Association. If the delinquent assessment is not paid within thirty (30) days after the date it becomes due and payable, the assessment shall bear interest at the maximum rate allowed by applicable state or federal law, and the Association may bring such action to enforce payment thereof and/or foreclosure of the lien against the property in HUNTER'S PARK owned by the delinquent owner, and thereafter may recover any deficiency; provided, however, the foregoing liens shall be subordinate and inferior to the liens and security interests granted by owners in connection with the acquisition of their lots or the construction of improvements thereon.

Executed at Houston, Harris County, Texas, on this the 4<sup>th</sup> day of March, 1994.

J-W BUILDERS, LTD., a Texas limited partnership

By: FCI HOMBS, INC., a Texas corporation, General Partner

By: Franklin C. Jones, III  
Franklin C. Jones, III  
President

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The undersigned, by its execution hereinbelow, hereby subordinates all liens and security interests held by it in and to the property described in the exhibits attached hereto to the restrictions herein above contained.

HERITAGE BANK

By: Suzanne Salter  
Name: SUZANNE SALTER  
Title: Vice President/Controller

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THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

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This instrument was acknowledged before me on the 4 day of March, 1994 by Franklin C. Jones, III, President of FCJ HOMES, INC., a Texas corporation, General Partner of J-W BUILDERS, LTD., a Texas limited partnership, on behalf of said limited partnership.

*Franklin C. Jones, III*  
Notary Public in and for the State of TEXAS

Printed Name of Notary Public BOYD  
My Commission Expires Notary Public, State of Texas  
My Commission Expires June 30, 1995

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4 day of March, 1994 by SUZANNE SALTER, VP/CASHIER of Heritage Bank, a state banking corporation, on behalf of said corporation.

*Norma O. Guerra*  
Notary Public in and for the State of TEXAS

NORMA O. GUERRA  
MY COMMISSION EXPIRES  
March 18, 1995

NORMA O. GUERRA  
Printed Name of Notary Public  
My Commission Expires: 3-18-95

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COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND VOID IN WHOLE OR UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on  
MAR 4 1994  
*Christina Remond*  
DEPUTY  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
94 MAR -4 PM 12: 55  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOCOPYING REPRODUCTION BECAUSE OF ALLEGEDLY CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

GF No. 9327633

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EXHIBIT "A"

TRACT I:

Lot ELEVEN (11), in Block ONE (1), of HUNTERS PARK GARDEN HOMES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Film Code No. 356-004 of the Map Records of Harris County, Texas.

TRACT II:

Rights in and to the restricted common open space and courtyard referenced as Reserve A of Hunters Park Garden Homes, a subdivision in Harris County, Texas filed for record under Film Code No. 356004 and in instrument filed for record under Harris Clerk's File No. P734745 and that certain access easement over and across Lot 10 of Hunters Park Garden Homes, a subdivision in Harris County, Texas filed for record under Film Code No. 356004 and as set out more particularly described in instrument filed for record under Harris Clerk's File No. P734746.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED UNDER FEDERAL LAW.  
THE STATE OF TEXAS,  
COUNTY OF HARRIS,  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

MAY 4 1994



*Beulah B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS