

Restrictions

1. There is hereby established and created a committee to be known as "Bunker Hill Forest Section II Architectural Control Committee").

a. The Committee shall consist of three members, which members shall serve for a term of three (3) years or until their successors are elected as hereinafter provided. The three (3) regular members who shall serve during the first term shall be Joe K. Fogarty, Randy Cameron and Woodrow A. Holland, all of Houston, Harris County, Texas. The term of office for the members named aboves shall expire three (3) years after the date of this instrument.

b. Two (2) members of the committee entitled to act at any meeting shall constitute a quorum, and a quorum shall be required at every meeting. A majority of a quorum decide any question presented at any meeting.

c. Any member may resign from said committee at any time by merely giving said committee notice of his resignation in writing. The unexpired term of any member who shall die, resign, or otherwise fail or refuse to serve as such may be filled by appointment of a successor by the remaining member or members.

d. No member shall receive any pay or compensation for his services as a member of said committee.

e. Said committee shall have the right to adopt rules for the conduct of business which shall not be inconsistent with anything herein contained.

f. After three (3) years from the date hereof or after all of the above named members of the committee have resigned or otherwise ceased to serve as members of the committee, whichever event sooner occurs, the then owners of the lots being served by this committee shall have the right by majority vote to elect all members of said committee for three (3) year terms. At anytime after three (3) years from the date hereof or after all of the above named members of the committee have resigned or otherwise ceased to serve as members of the committee, whichever event sooner occurs, the owners of the lots then being served by this committee may by majority vote, elect to transfer all of the rights, powers, duties, purposes and functions of this committee to any non-profit Civic Club or similar association or organization representing them, and upon any such transfer this committee shall cease to exist and said Civic Club or similar association or organization shall succeed to all the rights, powers, duties, purposes and functions of this committee.

g. At any and all elections each property owner shall be entitled to one vote for every residential lot owned by him, except that if more than one lot is being used as a single home-site then such lots shall be deemed as only one (1) lot.

h. The term "majority vote" as used herein shall mean a majority of the votes casted at any election.

i. No building or other improvement shall be erected, placed or altered on said lots in Bunkerhill Forest Section II, until the construction plans and specifications and a plot plan showing the location of the structure or improvements have been approved in writing by the Bunkerhill Forest Section II Architectural Control Committee as to the quality of materials and proposed workmanship, conformity and harmony of external design with existing or other proposed structures in the subdivision, conformity with these restrictions, compliance and conformity with any and all governmental authorities, and conformity and harmony of external

## Bunkerhill Forest Section II

design as to location of such building or improvements with respect to topography and finished grade elevation. The approval of the committee shall be evidenced by an instrument signed by the majority of the committee and by the signatures of a majority of the committee on the construction plans and specifications approved by it. In the event that the committee fails to give its written approval or disapproval of the construction plans, specifications and other materials submitted to it within thirty (30) days after the same are submitted to it, such express approval of the committee shall not be necessary and the approval required by this paragraph shall be conclusively presumed to have been had and obtained.

2. Said lots in Bunkerhill Forest Section II shall be used for single family residential purposes only. The term "residential purposes" as used herein shall be held and construed to exclude, by illustration, and not by limitation, the following: hospitals, clinics, duplex houses, boarding houses, hotels and to exclude commercial, rental and professional uses whether from homes, residences, or otherwise and any such use of said lots is hereby expressly prohibited. No buildings shall be erected, altered, placed or permitted to remain on said lots other than one (1) detached single family dwelling not to exceed fifty (50) feet in height and a private garage for not more than four (4) cars and a bona fide servants quarters, which quarters may be occupied by - servants employed on the premises.

3. A builder constructing a residence or residences in said subdivision may place a field office on a lot or lots during such construction, provided the written approval of the committee is first had and obtained. No accessory building or structure of a temporary character, trailer, tent, shack, garage or other out building shall be used or maintained on said lots at any time as a residence or a living quarters or as a garage or for storage purposes either temporarily or permanently without written approval from the Architectural Control Committee.

4. Easements for the installation and maintenance of utilities are reserved as shown upon the recorded plat of Bunkerhill Forest Section II or will be reserved in the deeds from the undersigned.

5. No structure of any kind may be placed or maintained nearer to the front lot lines or nearer to the side lot building set back lines shown on the recorded plat of Bunkerhill Forest Section II, except that detached garages and out buildings may be placed or maintained nearer to the side lot building setback lines so long as such location does not violate the ordinances of the city of Houston. No wall, fence or hedge may be placed or maintained nearer to the front lot line or nearer to the side lot building set back lines unless first approved in writing by the committee and so long as such locations does not violate the ordinances of the city of Houston, with the exception of brick walls (two such walls on each lot) at least six (6) feet in height that shall be constructed on each lot approximately perpendicular to each side lot line and join the brick wall or brick walls to be built on the adjacent lot with the building and improvements on the lot in question.

6. If the written approval and consent of the committee is first obtained, said lots ( as designated by the above mentioned plat) or any portion of any such lot may be combined with any number of adjoining or contiguous lots, or portion thereof, so as to create a single residential lot or building site and the whole area resulting from any such combination shall be treated as a single residential lot as if originally platted as such on said plat of this subdivision, and in such cases the interior lot lines between the lots combined shall not be deemed to be the interior side lot lines for building set back purposes. Unless approved in writing by the committee, no lot, as shown on the recorded plat, shall be re-subdivided into two (2) or more smaller lots.

7. No noxious, or offensive activity shall be permitted upon said lots in the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Bunkerhill Forest, Section II

8. No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than three (3) square feet in size advertising the property for sale or rent and signs used by builders to advertise the property during the construction and sales period. Such signs shall not be placed within ten (10) feet of the front lot line and such signs shall not extend more than five (5) feet above the general ground level.

9. No radio, television, short wave, or other communication aerial, antenna, pole or other similar framework, structure or device shall be erected on said lots or attached to any of the improvements thereon.

10. Said lots shall not be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such trash, garbage or other waste shall be kept in a clean and sanitary condition and shall be kept and maintained at the rear of the residential structure on said lots, or other location on each lot as approved in writing by the committee. Said lots shall be kept clean and free of unsightly obstacles at all times and shall be mowed as often as may be necessary to keep the lots in a neat and attractive condition.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on said lots, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

12. No spiritous, vinous, or malt liquors, or medicated bit-  
ters, capable of producing intoxication shall ever be sold or offered for sale on said lots in the subdivision, nor shall any lots ever be used for vicious, illegal or immoral purposes, nor shall any such lot ever be used for any purpose in violation of the laws of the United States, or the state of Texas, any and all local governmental authorities, or of police, health, sanitary, building or fire codes, regulations, or instructions relating to or effecting the use, occupancy or possession of any said lots.

13. No oil, gas or other drilling, and no oil, gas or mineral development operations, and no oil, gas or other mineral refining quarrying or mining operations of any kind shall be permitted upon or in said lots of Bunkerhill Forest Section II, nor shall oil or gas wells, tank, tunnels, mineral excavations, or shafts be permitted upon or in said lots. No derrick or other structure designed for use in boring for oil, gas or other minerals shall be erected, maintained or permitted on said lots.

14. The foregoing restrictions, covenants and conditions shall constitute covenants, running with the land and shall be binding upon and inure to the benefit of GREAT AMERICAN HOME BUILDERS, INC., their heirs and assigns and all persons claiming by, through and under them, and shall be effective until January 1, 1988, and shall be automatically extended thereafter for successive periods of ten (10) years; provided, however, the then owners of a majority of said lots in Bunkerhill Forest Section II may change, alter, or amend or terminate the same on January 1, 1988, or at the end of any successive ten (10) year period, thereafter by executing, acknowledging, and filing for record in the office of the county clerk of Harris County, Texas, an appropriate instrument or agreement in writing setting forth such change, alteration, amendment or termination, at any time prior to January 1, 1988.

Bunkerhill Forest Section II

15. In the event that any person, firm, corporation or other entity shall violate or attempt to violate any of the foregoing restrictions, covenants, or conditions, any person owning or having an interest in said lots in Bunkerhill Forest Section II may institute and prosecute any proceedings at law or in equity to abate, enjoin or otherwise prevent any such violations or attempted violations or institute and prosecute any proceeding at law or in equity for damages as a result of any such violation or attempted violation. The foregoing power and authority shall also be and is hereby expressly vested in the Bunkerhill Forest Section II Architectural Control Committee, or its successor or assigns.

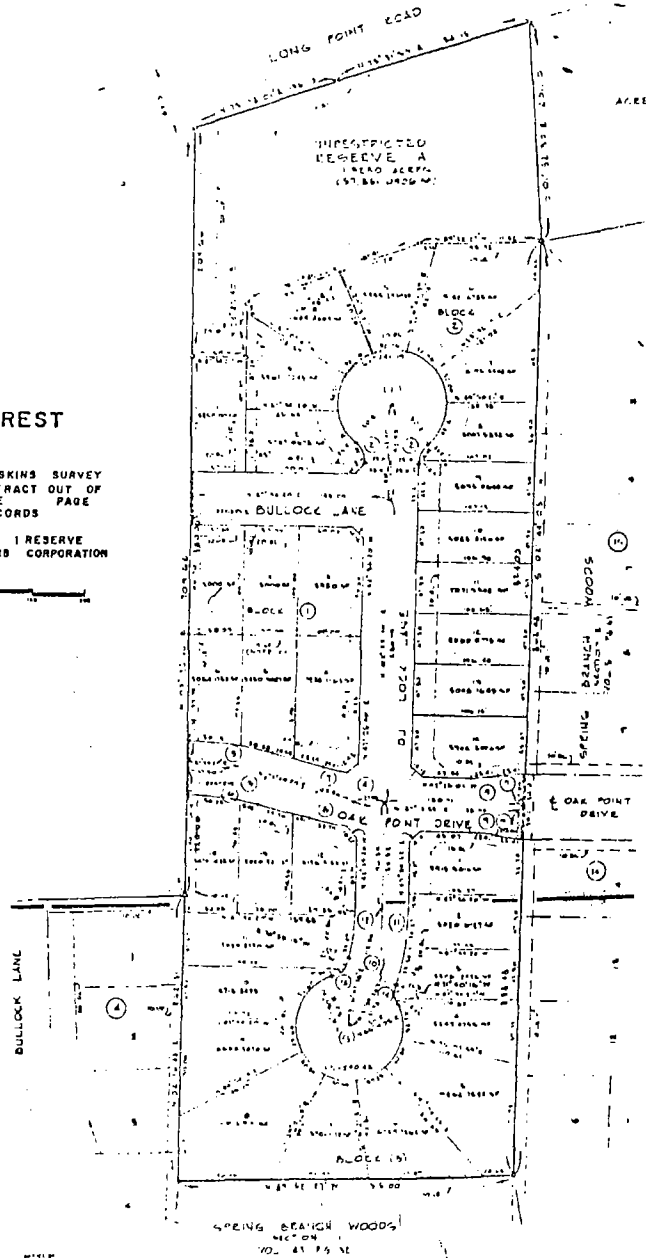
16. Invalidation of any one or more of these restrictions, covenants or conditions by judgement or court order or otherwise shall not affect or invalidate any other restriction, covenant or condition or provision hereof, but all such other restrictions, covenants, conditions or provisions hereof shall continue and remain in full force and effect.

These restrictions/covenants were recorded in Harris County, Texas December 2, 1978.

**BUNKER HILL FOREST  
SECTION 2**

7,305.6 ACRES OUT OF THE THOMAS HOSKINS SURVEY  
AD 342 DESCRIBED AS PART OF A TRACT OUT OF  
7,305.6 ACRES RECORDED IN VOLUME PAGE  
OF THE HARRIS COUNTY DEED RECORDS  
HOUSTON, TEXAS  
7,305.6 ACRES 34 LOTS 3 BLOCKS 1 RESERVE  
OWNER: GREAT AMERICAN HOME BUILDERS CORPORATION  
JOE H. FOGARTY - PRESIDENT

SCALE 1" = 80.0'  
ENGINEER: WILLIAM S. MERLIS  
W.S. MERLIS & ASSOCIATES  
DATE: JAN 8, 1978



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SUBDIVISION RESTRICTIONS

114-89-1387

BUNKER HILL FOREST SECTION II

DEC-3-78 9:55 AM OF SECTION 11 D 13

1148

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That, GREAT AMERICAN HOME BUILDERS, INC., being the owners of Bunker Hill Forest Section II, a subdivision in the City of Houston, Harris County, Texas, according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 1978, and recorded in Volume 272, Page 127 of the Map Records of Harris County, Texas, and desiring to create and carry out a uniform plan for the improvement, and development and sale of thirty four (34) lots in said Bunker Hill Forest Section II for the benefit of the present and future owners of said lots, does hereby adopt and establish the following restrictions, reservations, covenants, easements, liens and charges to apply uniformly to the use, occupancy, and conveyance of said lots in said Bunker Hill Forest Section II and each and every contract, deed or other instrument which may be hereinafter executed with regard to said lots in said Bunker Hill Forest Section II shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions, reservations, covenants, easements, liens and charges, regardless of whether or not said restrictions, reservations, covenants, easements, liens and charges are set forth in full or by reference in said contract, deed or other instrument:

RESTRICTIONS:

1. There is hereby established and created a committee to be known as the "Bunker Hill Forest Section II Architectural Control Committee" (hereinafter referred to as the "Committee".)

- a. The Committee shall consist of three members, which members shall serve for a term of three (3) years or until their successors are elected as hereinafter provided. The three (3) regular members who shall serve during the first term shall be Joe H. Fogarty, Randy Cameron and Woodrow A. Holland, all of Houston, Harris County, Texas. The term of office for the members above named shall expire three (3) years after the date of this instrument.
- b. Two (2) members of the Committee entitled to act at any meeting shall constitute a quorum, and a quorum shall be required at every meeting. A majority of a quorum may decide any question presented at any meeting.
- c. Any member may resign from said Committee at any time by merely giving said Committee notice of his resignation in writing. The unexpired term of any member who shall die, resign, or otherwise fail or refuse to serve as such may be filled by appointment of a successor by the remaining member or members.
- d. No member shall receive any pay or compensation for his services as a member of said Committee.
- e. Said Committee shall have the right to adopt rules for the conduct of business which shall not be inconsistent with anything herein contained.

f. After three (3) years from the date hereof or after all of the above named members of the Committee have resigned or otherwise ceased to serve as members of the Committee, whichever event sooner occurs, the then owners of the lots being served by this Committee shall have the right by majority vote to elect all members of said Committee for three (3) year terms. At anytime after three (3) years from the date hereof or after all of the above named members of the Committee have resigned or otherwise ceased to serve as members of the Committee, whichever event sooner occurs, the owners of the lots then being served by this Committee may by majority vote, elect to transfer all of the rights, powers, duties, purposes and functions of this Committee to any non-profit Civic Club or similar association or organization representing them, and upon any such transfer this Committee shall cease to exist and said Civic Club or similar association or organization shall succeed to all the rights, powers, duties, purposes and functions of this Committee.

g. At any and all elections each property owner shall be entitled to one vote for every residential lot owned by him, except that if more than one lot is being used as a single homesite then such lots shall be deemed as only one (1) lot.

h. The term "majority vote" as used herein shall mean a majority of the votes casted at any election.

i. No building or other improvement shall be erected, placed or altered on said lots in Bunker Hill Forest Section II, until the construction plans and specifications and a plot plan showing the location of the structure or improvements have been approved in writing by the Bunker Hill Forest Section II Architectural Control Committee as to the quality of materials and proposed workmanship, conformity and harmony of external design with existing or other proposed structures in the subdivision, conformity with these restrictions, compliance and conformity with any and all laws, ordinances, rules and regulations of any and all governmental authorities, and conformity and harmony of external design as to location of such building or improvements with respect to topography and finished grade elevation. The approval of the Committee shall be evidenced by an instrument signed by majority of the Committee and by the signatures of a majority of the Committee on the construction plans and specifications approved by it. In the event that the Committee fails to give its written approval or disapproval of the construction plans, specifications and other materials submitted to it within thirty (30) days after the same are submitted to it, such express approval of the Committee shall not be necessary and the approval required by this paragraph shall be conclusively presumed to have been had and obtained.

2. Said lots in Bunker Hill Forest Section II shall be used for single family residential purposes only. The term "residential purposes" as used herein shall be held and construed to exclude, by illustration, and not by limitation, the following: hospitals, clinics, duplex houses, boarding houses, hotels and to exclude commercial, rental and professional uses whether from homes, residences, or otherwise and any such use of said lots is hereby expressly prohibited. No buildings shall be erected, altered, placed or permitted to remain on said lots other than one (1) detached single family dwelling not to exceed fifty (50) feet in height and a private garage for not more than four (4) cars and a bona fide servants' quarters, which quarters may be occupied by servants employed on the premises.

3. A Builder constructing a residence or residences in said subdivision may place a field office on a lot or lots during such construction, provided the written approval of the Committee is first had and obtained. No accessory building or structure of a temporary character, trailer, tent, shack, garage or other out building shall be used or maintained on said lots at any time as a residence or a living quarters or as a garage or for storage purposes either temporarily or permanently without written approval from the Architectural Control Committee.

4. Easements for the installation and maintenance of utilities are reserved as shown upon the recorded plat of Bunker Hill Forest Section II or will be reserved in the deeds from the undersigned.

5. No structure of any kind may be placed or maintained nearer to the front lot lines or nearer to the side lot building set back lines shown on the recorded plat of Bunker Hill Forest Section II, except that detached garages and out buildings may be placed or maintained nearer to the side lot building set back lines so long as first approved in writing by the Committee and so long as such location does not violate the ordinances of the City of Houston. No wall, fence or hedge may be placed or maintained nearer to the front lot line or nearer to the side lot building set back lines unless first approved in writing by the Committee and so long as such locations does not violate the ordinances of the City of Houston, with the exception of brick walls (two such walls on each lot) at least six (6) feet in height that shall be constructed on each lot approximately perpendicular to each side lot line and join the brick wall or brick walls to be built on the adjacent lot with the building and improvements on the lot in question.

6. If the written approval and consent of the Committee is first obtained, said lots (as designated by the above mentioned plat) or any portion of any such lot may be combined with any number of adjoining or contiguous lots, or portion thereof, so as to create a single residential lot or building site and the whole area resulting from any such combination shall be treated as a single residential lot as if originally platted as such on said plat of this subdivision, and in such cases the interior lot lines between the lots combined shall not be deemed to be the interior side lot lines for building set back purposes. Unless approved in writing by the Committee, no lot, as shown on the recorded plat, shall be re-subdivided into two (2) or more smaller lots.

7. No noxious, or offensive activity shall be permitted upon said lots in the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than three (3) square feet in size advertising the property for sale or rent, and signs used by builders to advertise the property during the construction and sales period. Such signs shall not be placed within ten (10) feet of the front lot line and such signs shall not extend more than five (5) feet above the general ground level.

9. No radio, television, short wave, or other communication aerial, antenna, pole or other similar framework, structure or device shall be erected on said lots or attached to any of the improvements thereon.

10. Said lots shall not be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal

of such trash, garbage or other waste shall be kept in a clean and sanitary condition and shall be kept and maintained at the rear of the residential structure on said lots, or other location on each lot as approved in writing by the Committee. Said lots shall be kept clean and free of unsightly obstacles at all times and shall be mowed as often as may be necessary to keep the lots in a neat and attractive condition.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on said lots, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

12. No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication shall ever be sold or offered for sale on said lots in this subdivision, nor shall any lots ever be used for vicious, illegal or immoral purposes, nor shall any such lot ever be used for any purpose in violation of the laws of the United States, the State of Texas, any and all local governmental authorities, or of police, health, sanitary, building or fire codes, regulations, or instructions relating to or affecting the use, occupancy or possession of any of said lots.

13. No oil, gas or other drilling, and no oil, gas or mineral development operations, and no oil, gas or other mineral refining, quarrying, or mining operations of any kind shall be permitted upon or in said lots in Bunker Hill Forest Section II, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in said lots. No derrick or other structure designed for use in boring for oil, gas or other minerals shall be erected, maintained or permitted on said lots.

14. The foregoing restrictions, covenants and conditions shall constitute covenants, running with the land and shall be binding upon and inure to the benefit of GREAT AMERICAN HOME BUILDERS, INC., their heirs and assigns, and all persons claiming by, through and under them, and shall be effective until January 1, 1988, and shall be automatically extended thereafter for successive periods of ten (10) years; provided, however, the then owners of a majority of said lots in Bunker Hill Forest Section II may change, alter, or amend or terminate the same on January 1, 1988, or at the end of any successive ten (10) year period thereafter, by executing acknowledging, and filing for record in the Office of the County Clerk of Harris County, Texas, an appropriate instrument or agreement in writing setting forth such change, alteration, amendment or termination, at any time prior to January 1, 1988.

15. In the event that any person, firm, corporation or other entity shall violate or attempt to violate any of the foregoing restrictions, covenants, or conditions, any person owning or having an interest in said lots in Bunker Hill Forest Section II may institute and prosecute any proceeding at law or in equity to abate, enjoin or otherwise prevent any such violation or attempted violation, or institute and prosecute any proceeding at law or in equity for damages as a result of any such violation or attempted violation. The foregoing power and authority shall also be and is hereby expressly vested in the Bunker Hill Forest Section II Architectural Control Committee, or its successor or assigns.

16. Invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order or otherwise, shall not affect or invalidate any other restrictions, covenants, conditions or provisions hereof, but all such other restrictions, covenants, conditions and provisions hereof shall continue and remain in full force and effect.

EXECUTED THIS 10th DAY OF NOVEMBER, 1978

GREAT AMERICAN HOMES

ATTEST: Terri Lucas  
Secretary (Asst.)  
Terri Lucas

By: Joe Fogarty President  
Joe Fogarty President

-4-

RECORDER'S MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.



114-89-1391

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Joe Fogarty  
known to me to be the person whose name is subscribed to the foregoing instrument, as President of  
Great American Homes, a corporation, and acknowledged to me that he executed the same for the purposes  
and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this, the 7 day of DECEMBER, 1978

A. R. Kadell  
Notary Public in and for HARRIS County, Texas

A. R. Kadell

Return to:  
Great American Homes  
10333 North West Freeway  
Houston, Texas  
Attn: Joe Fogarty

*77043*

114-89-1392

FILED

DEC 8 10 46 AM 1978

*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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

DEC - 8 1978



*[Signature]*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS