

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006**  
**OF TITLE 11 OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS                    §                    20100494044  
   §                    11/18/2010 RP1 \$392.00  
COUNTY OF   Harris                      §

**BEFORE ME**, the undersigned authority, on this day personally appeared Ola Guess, being by me duly sworn to law, stated the following under oath:

“My name is Ola Guess, I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Association Manager of Ravensway / Saracen Park Home Association Inc., a Texas Non-Profit Corporation (the “Association”). I am also a custodian for the records for the Association and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as that term is defined in Title 11 of the Texas Property Code. The Association’s jurisdiction includes, but may not be limited to Ravensway / Saracen Park Home Association Inc. Section(s) Ravensway South per the maps pr plats thereof heretofore recorded in the Map Records of Harris County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

- |   |  |
|---|--|
| <u>      </u> Association’s Rules & Regulations | <u>      </u> Association’s Architectural Control Committee Guidelines                                   |
| <u>      </u> Articles of Merger                | <u>  X  </u> Amendment to the Declaration of Covenants, Conditions, and Restrictions for Ravensway South |

\_\_\_\_\_

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 7170 Cherry Park Drive, Houston, Texas 77095, telephone no. (281) 463-1777.”

**SIGNED** on this the   3   day of November, 2010.

          Ola Guess            
Printed Name:   Ola Guess    
Position Held:   Association Manager

VERIFICATION

THE STATE OF TEXAS                   §  
  §  
COUNTY OF Harris                   §

**BEFORE ME**, the undersigned authority, on this day personally appeared Ola Guess, who, after being duly sworn, stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct

**SUBSCRIBED AND SWORN TO BEFORE ME**, A Notary Public, on this the 3 day of NOV, 2010.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After recording return to: SCS Management Services, Inc. 7170 Cherry Park Drive, Houston, TX 77095

W/Wpmaster/Company Forms/Affidavit for 202.006 Compliance-Assn Docs

**SUPPLEMENTAL AMENDMENT THE TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
RAVENSWAY SOUTH**

**(REGARDING INCREASES IN THE ANNUAL MAINTENANCE ASSESSMENT)**

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Ravensway South (“Supplemental Amendment”) is made by the undersigned, being the current Lot Owners and Members of Ravensway-Saracen Park Home Association, Inc., a Texas Non-Profit Corporation (“Association”).

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions (“Declaration”) for Ravensway South filed of record on or about May 25, 1979 under Clerk’s File No. G095374 in the Official Real Property Records of Harris County, Texas for that certain property known as Ravensway South, according to the map or plat thereof also filed of record in Volume 285, Page 24 of the Map Records of Harris County, Texas; and

WHEREAS, Article VII, Section 3 of the Declaration states that the Declaration may be amended by an instrument signed by a **75% of the Lot Owners** (“Owners”) agreeing to said change in whole or in part; and

WHEREAS, Article IV, Section 3 of the Amended Declaration recorded under Clerk’s File No. currently states that each Lot is subjected to an annual maintenance charge and any increase in the annual assessment from the previous year must be approved by a majority vote of the membership. The current assessment is \$30.00 per month or \$360.00 per annum.

NOW THEREFORE, the Owners do hereby agree to increase the annual maintenance charge and assessment to \$436.00 beginning January 1, 2010 and for any year after 2010, any increase above \$436.00 per Lot will require the approval of a majority vote of a quorum of the owners of lots at the Annual Meeting of the Members. The Supplemental Amendment of Article IV, Section 3 of the Declaration is hereby amended to read as follows:

Section 3. Maximum Annual Assessment.Each residential lot in the subdivision covered by these restrictions shall be subject to a maintenance charge for the purpose of establishing a subdivision maintenance fund payable annually in advance on the first day of January of each year. The date of any such deed conveying any such lot shall be conclusive as to the commencement date of the maintenance fund charge against said lot or lots conveyed whether said deed is filed for record promptly or not.

The Board of Directors of the Ravensway-Saracen Park Home Association, Inc., (hereinafter “Board”) shall have the duty of assessing and collecting the maintenance charge imposed, managing the fund and arranging for the performance of such services as the needs of the

subdivision may in the judgment of the Board require. The judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith pursuant to Chapter 22 Non Profit Corporations of the Business Organization Code.

Each September, the Board shall set the annual assessment for the following year.

Each Lot shall be subjected to an annual maintenance charge and assessment of up to Four Hundred Thirty-Six and 00/100 Dollars (\$436.00) per Lot beginning with the annual assessment due on January 1, 2010 to be paid by the owner of each lot within the subdivision to the Ravensway-Saracen Park Home Association, Inc., as the needs of the subdivision may, in the judgment of the Association require, provided that such assessment will be uniform. For any year after 2010, any increase in the annual assessment above \$436.00 upon each Lot will require the approval of a majority vote of a quorum of the owners of lots at the Annual Meeting of the Members.

With the exception of the above paragraph, in all other aspects the Declaration referenced herein shall remain in full force and effect as originally written. This instrument shall become effective upon the Owner's written consent and recordation of this instrument in the Official Property records of Harris County.

Executed this the 22nd day of October, 2010.

\_\_\_\_\_  
By: Homer Stevens, President.

### **CERTIFICATE OF SECRETARY**

I, Chuck Alborn, Secretary of Ravensway-Saracen Park Home Association, Inc., do hereby certify that this Supplemental Amendment to the Declaration has been approved by proper written consent of the Owners.

\_\_\_\_\_  
By: Chuck Alborn, Secretary

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Chuck Alborn, the Secretary of Ravensway-Saracen Park Home Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of October, 2010.

\_\_\_\_\_  
Notary Public - State of Texas

RAVSuplAmendReAsmts\_RavSouth.doc

**AFTER RECORDING RETURN TO:**  
Ravensway-Saracen Park Home Association, Inc.  
% SCS Management Services, Inc.  
7170 Cherry Park Lane  
Houston, TX 77095

**FILED**  
**2018 NOV 18 AM 9:45**  
\_\_\_\_\_  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**RAVENSWAY SOUTH**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, by instrument in writing dated May 17, 1979, filed for record May 25, 1979, in the office of the County Clerk of Harris County, under County Clerk's File No. 0095374, Pages 128-99-2347 through 128-99-2368, of the Deed Records of Harris County, MAGNOLIA INVESTMENT PROPERTIES, INC. and CHAPARRAL DEVELOPMENT, INC., the then owners of all of that certain real property in Harris County, Texas, known as RAVENSWAY SOUTH, an addition in Harris County, Texas, which map was duly filed of record on the 23rd day of January, 1979, in Volume 285, Page 24, Harris County Map Records, did adopt restrictions for RAVENSWAY SOUTH, for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of said subdivision: and

WHEREAS, the present owners of 95% of the lots in RAVENSWAY SOUTH, are desirous of amending said restrictions are permitted in Article VII, Section 3, Page 15, of said instrument of May 17, 1979:

NOW, THEREFORE, in consideration of the premises, the undersigned, constituting 95% of the owners of said RAVENSWAY SOUTH and the lots therein, do hereby amend the aforesaid restrictive instrument as follows:

ARTICLE VI (Use Restrictions), Section 3 (Easements), Paragraph ( c ) (added), shall be and the same is hereby added to and amended so as hereafter to read as follows:

“(c) For the use and benefit of the adjacent lot owners of said Patio Homes in RAVENSWAY SOUTH, a limited, perpetual, reciprocal easement of six (6’) feet in width being three (3’) feet on either side of a common boundary line on said Patio Home lots in RAVENSWAY SOUTH, save and except the area occupied by a main building or dwelling as the same is hereafter initially constructed. Such easements being for the limited purpose of ingress and egress for the replacement, repair and maintenance of a building or dwelling. The adjoining lot owners shall have the right to use that portion of said easement along a common side boundary line on the adjacent lot up to a building, fence or wall of any lot on which a main building is closer than three (3’) feet to the common building line for maintenance purposes.”

In all other respects the restrictions for RAVENSWAY SOUTH as set forth in the instrument above referred to shall remain in full force and effect as originally written.

Return to:

Carol Owen  
13205 Cypress - N. Houston  
Cypress, Texas 77429

This instrument shall become effective upon its being recorded in the public records of Harris County, Texas, after written consent to its terms has been given by owners of 90% of the lots in the said subdivision.

EXECUTED this 9th day of October, 1980, by owners of 95% of the lots in RAVENSWAY SOUTH subdivision, Harris County, Texas.

MAGNOLIA INVESTMENT PROPERTIES, INC.

CHAPARRAL DEVELOPMENT, INC.

\_\_\_\_\_  
Tommy Adkins, President

\_\_\_\_\_  
Carol Owen, President

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public, personally appeared TOMMY ADKINS, President of MAGNOLIA INVESTMENT PROPERTIES, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of October, 1980.

\_\_\_\_\_  
Marlyn Skrabanek, Notary Public in and  
for Harris County, Texas. My commission  
expires March 31, 1981.

STATE OF TEXAS



COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public, personally appeared CAROL OWEN, President of CHAPARRAL DEVELOPMENT, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of October, 1980.

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Marlyn Skrabanek, Notary Public in and  
for Harris County, Texas. My commission  
expires March 31, 1981.

**FILED**  
**OCT 9 1 02 PM 1980**

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**COUNTY CLERK**  
**HARRIS COUNTY, TEXAS**

**STATE OF TEXAS**  
**COUNTY OF HARRIS**

**I hereby certify that the instrument was FILED in**  
**One Number Sequence on the date and at the same stamped**  
**here by ones was duty RECORDED, in the.....**  
**Public Records of ..... Property of Farris County, Texas.**

**OCT - 9 1980**

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**COUNTY CLERK,**  
**HARRIS COUNTY, TEXAS**

J059810

053 95 - 0240

07/26/83 00021693 J059810 \$113.50

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
RAVENSWAY SOUTH

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS                   §

WHEREAS, by Declaration dated May 17, 1979, filed for record May 25, 1979, under County Clerk's File No. G095374, in the Office of the County Clerk of Harris County, Texas (the "Declaration"), MAGNOLIA INVESTMENT PROPERTIES, INC., and CHAPARRAL DEVELOPMENT, INC., the then owners of all that certain real property in Harris County, Texas, known as RAVENSWAY SOUTH, an addition in Harris County, Texas, as shown on the map or plat thereof filed of record on the 23rd day of January, 1979, in Volume 285, Page 24, of the Harris County, Texas, Map Records, did adopt those certain covenants, conditions and restrictions (all of which are herein called the "Restrictions") for RAVENSWAY SOUTH for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of said subdivision; and

WHEREAS, said Declaration was amended by instrument dated October 9, 1980, filed for record under County Clerk's File No. G710266 in the Office of the County Clerk of Harris County, Texas; and

WHEREAS, said Declaration was further amended by instrument dated February 27, 1981, filed for record under County Clerk's File No. G892728 in the office of the County Clerk of Harris County, Texas; and

WHEREAS, said Declaration was further amended by instrument dated September 22, 1981, filed for record under County Clerk's File No. H158130 in the Office of the County Clerk of Harris County, Texas, said Third Amendment correcting that certain instrument dated February 27, 1981, filed for record under County Clerk's No. G892728 in the Office of the County Clerk of Harris County, Texas; and

053-95-0241

WHEREAS, a portion of the land included within the subdivision of RAVENSWAY SOUTH, as shown on the Map or Plat (therein called "Original Plat") recorded in Volume 285, Page 24, of the Map

Records of Harris County, Texas, has been replatted and divided into a separate subdivision called "RAVENSWAY ESTATES" by the filing and recording of that certain Map or Plat which is recorded or to be recorded in the Map Records of Harris County, Texas (herein called the "Partial Replat"), so that after the filing of such Map or Plat the area south of the north line of Shaft Drive, as shown on the Original Plat, shall continue to be known as and called "RAVENSWAY SOUTH", and the area north of the north line of Shaft Drive, as shown on the Original Plat, has been replatted as and renamed "RAVENSWAY ESTATES"; and

WHEREAS, the Declaration, as amended, and all of the restrictions provided for therein shall continue to be and remain in full force and effect as to all of the land included within RAVENSWAY SOUTH and as to all of the land included within RAVENSWAY ESTATES, except as specifically provided for hereinbelow; and

WHEREAS, Section 3 of Article VII of said Declaration, as amended, provides that such Declaration may be amended during the first twenty (20) year period thereof by an instrument signed by than not less than ninety (90%) percent of the "Lot Owners", as such term is therein defined; and

WHEREAS, the undersigned parties, being the present Owners of more than ninety (90%) percent of the Lots situated within both RAVENSWAY SOUTH and RAVENSWAY ESTATES, are desirous of further amending such Declaration as permitted by the terms of Section 3 of Article VII thereof;

053 - 95 - 0242

NOW, THEREFORE, for and in consideration of the premises, the undersigned, acting pursuant to Section 3 of Article VII of said Declaration, do hereby further amend the Declaration as follows:

1. Section 3 of Article I of the Declaration shall be deleted in its entirety and the following substituted in lieu thereof:

“Section 3. “Properties” shall mean and refer to all of that certain real property hereinbefore referred to as RAVENSWAY SOUTH, being all of the land described in Exhibit “A” attached hereto, and including that portion of such real property covered by the Map or Plat of RAVENSWAY ESTATES, a partial replat of RAVENSWAY SOUTH, recorded or to be recorded in the Map Records of Harris County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Notwithstanding the foregoing, all references herein to “RAVENSWAY SOUTH” shall be deemed to refer to all the real property described in Exhibit “A” hereto, save and except that portion of such land which is covered by and included within said Map or Plat of RAVENSWAY ESTATES. All references herein to “RAVENSWAY ESTATES” shall be deemed to refer to all the real property covered by and included within the Map or Plat of RAVENSWAY ESTATES recorded or to be recorded in the Map Records of Harris County, Texas.”

2. Section 2 of Article VI of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“Section 2. Structures. The two types of dwellings on Ravensway South and Ravensway Estates are hereinafter defined and referred to as: “PATIO DWELLING” being zero lot line homes erected on Lots One (1) thru Nineteen (19), Block Twelve (12); Lots Eleven (11) thru Twenty-four (24) in Block Eleven (11); and Lots Twenty-nine (29) thru Forty-eight (48) in Block Ten (10), being a total of Fifty-three (53) Lots in RAVENSWAY SOUTH, same being herein called the “Patio Lots”. “CONVENTIONAL DWELLING” shall refer to all structures on the remaining Lots in RAVENSWAY SOUTH and to all structures on all Lots in RAVENSWAY ESTATES. Unless hereinafter specified as being applicable only to “CONVENTIONAL DWELLING” or “PATIO DWELLING”, all restrictions herein shall apply equally to both types of Dwellings.

053 - 95 - 0243

- (a) (1) No Conventional Dwelling shall be erected or permitted to remain on any lot in RAVENSWAY SOUTH with less than 1600 square feet of living area exclusive of attached garages, n or porches, and exclusive of any detached garage or other structure. No Conventional Dwelling shall be erected or permitted to remain on any Lot in RAVENSWAY ESTATES with less than 1900 square

feet of living area, exclusive of attached garage or porches, and exclusive of any detached garage or other structure. Any Conventional Dwelling in either RAVENSWAY SOUTH or RAVENSWAY ESTATES which has more than a single story must have at least 1000 square feet of living area on the ground floor, exclusive of open or screen porches, garages and detached servants quarters.

(2) No Patio Dwelling shall be erected or permitted to remain on any Lot with less than 1400 square feet of living area, exclusive of attached garages, or porches, and exclusive of any detached garage or other structure. Any Patio Dwelling which has more than a single story must have at least 700 square feet of living area on the ground floor, exclusive of open or screen porches, garages and detached servants quarters.

(b) (1) No Conventional Dwelling in either RAVENSWAY SOUTH or RAVENSWAY ESTATES shall be constructed or permitted to remain on any Lot unless at least 50% of the exterior surface area of the ground floor level thereof, exclusive of windows, doors, and other glassed area, consists of brick, stone or other masonry, except the detached garages may have wood siding of a type and design approved in writing by Declarants. No carport shall be constructed on any Lot.

053 - 95 - 0244

(2) Patio Dwelling structural requirements such as use of brick and all other building materials, unless otherwise specified herein, shall be determined by the Architectural Control Committee, and no house shall be constructed on or allowed to remain on any Lot unless the detailed

construction plans (including elevation, plot plan and specifications) have been officially approved in writing by the Architectural Control Committee. No carport shall be constructed on any Lot.

(c) No roof or any portion thereof shall extend over any easement.

(d) A concrete sidewalk four (4') feet wide elevated one inch (1') above curb height must be constructed parallel to the curb five (5') feet from the curb toward the property line along the entire front of all Lots. In addition, on corner Lots, a sidewalk of the same width shall be constructed five (5') feet toward the property line along the entire side of such Lots. Plans for each residential building shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.

(e) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained in any building in any part of RAVENSWAY SOUTH or RAVENSWAY ESTATES except by approval of the Declarants.

(f) Prior to occupancy of any dwelling located on an unwooded Conventional Dwelling Lot, it shall be required that two trees at least four (4') inches in diameter as measured one foot (1') above ground level are to be planted in front of such residence. In addition, two trees of similar size are to be planted on the side of unwooded corner Lots prior to occupancy of the dwelling. Tree requirements for Patio Dwelling Lots shall be determined by the Declarants.

053 - 95 - 0246

(g) (1) No Conventional Dwelling shall be located on any Lot nearer to the front Lot line or nearer to the side street line than minimum building set-back lines shown on the recorded plat on which such Lot is shown. No structure shall be located nearer than five (5') feet to any interior Lot line, except that a garage located sixty-five (65') feet or more from the front Lot line may be located within three feet (3') of an

interior Lot line. No main residence building or any part thereof shall be located on any interior Lot nearer fifteen feet (15') to the rear Lot line. For the purpose of this covenant, stoops and the extension of the eaves of a roof shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street except by written approval of the Declarants. Each main residence structure must face the front of the Lot. No garage on any interior Lot shall be attached to the main residence in such a manner as to face the street unless the front of the garage is at least forty feet (40') back from the front of the main residence structure except by written approval of the Declarants.

(2) No Patio Dwelling shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No structure shall be located nearer than five feet (5') to the interior Lot line not designated as the "zero" Lot line, except that a garage located within three feet (3') of the interior Lot line not designated as the "zero" Lot line. No main residence building or any part thereof shall be located on any Lot over or encroaching on the rear Lot line. For the purpose of this covenant, stoops and the extension of eaves of a roof shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence structure must face the front of the Lot. On corner Lots, the side building line shall be the same as the side Lot line. The "zero" line for Patio Dwellings in Block Twelve (12) shall be the South Lot line; in Block Eleven (11) the West Lot line, and in Block Ten (10) the East Lot line on Lots Thirty-two (32) thru Forty-eight (48) and the South Lot line on Lots Twenty-nine (29), Thirty (30) and Thirty-one (31), all in RAVENSWAY SOUTH.

053 -95 - 0247

(h) No Lot shall be re-subdivided without the specific approval of the Declarants and only one single-family residence may be erected, placed or permitted to remain on any Lot. However, if one structure is constructed on a homesite consisting of more than one Lot, the combined area shall (for this purpose) be considered as one Lot.



(i) Nothing herein shall require Declarants or any other person to construct Patio Dwelling, as described herein, on the Lots listed above, and Declarants may, at their option, re-subdivide such Lots and construct Conventional Dwellings thereon. Any dwelling constructed on any such re-subdivided Lots shall be, for all purposes of these restrictions, considered as a Conventional Dwelling.”

3. The following Section 6 to Article VII of the Declaration is hereby added to the Declaration:

“Section 6. Notwithstanding any of the foregoing terms of this Declaration, the Association is expressly authorized to construct, repair, maintain and from time to time replace two (2) brick, decorative walls or fences, one being located on the southeast corner of Block 2, Lot 28, and the other being located on the southwest corner of Block 1, Lot 1, both in RAVENSWAY ESTATES, according to the recorded Map or Plat thereof, said walls or fences being for the purpose of designating the entrance to RAVENSWAY ESTATES. Neither the consent nor approval of the Declarants or of the Architectural Control Committee shall be required with respect to the construction, repair, maintenance or replacement of said walls or fences. The Owners of the two above described Lots are expressly authorized to grant to the Association an easement for the right to enter upon both of such Lots for the construction, maintenance, repair or replacement of such walls or fences, such easements to be and remain in full force and effect until expressly released by the Association; PROVIDED, HOWEVER, the Association will not assess either Southmore Savings Association or the Owner of any Lot or Lots who has acquired ownership of said Lot or Lots for the purpose of constructing dwellings thereon for sale to the public (herein collectively called the “Exempt Owners”) with respect to any Lots owned by said Exempt Owners for the cost of construction repair, maintenance or replacement of said walls or fences. However, following the sale or conveyance of any Lot or Lots owned by an Exempt Owner to any person or entity which is not an Exempt Owner, the new Owner or Owners of such Lot or Lots shall be assessed by the Association in the same manner as the Owner of any other Lot or Lots in Ravensway Estates Ravensway South.”

053 - 95 - 0248

In all other respects the restrictions and all of the other terms provided for in the Declaration shall be and remain in full force and effect as originally written and thereafter amended, in the manner above described. This instrument shall be and become effective upon its being filed for record in the Office of the County Clerk of Harris County, Texas.

This instrument may be executed in multiple original counterparts, each of which shall have the force and effect of an executed original document, and all of which counterparts shall constitute an agreement between all parties executing such counterparts.

EXECUTED on the date of the respective acknowledgement(s), but effective for all purposes on the 25th day of July, 1983.

Owner(s) of \_\_\_\_\_  
Lot(s) \_\_\_\_\_,  
Block (s) 2 \_\_\_\_\_  
Robert and Susan Skanley

Owner(s) of \_\_\_\_\_  
Lot(s) 6 \_\_\_\_\_,  
Block (s) 1 \_\_\_\_\_  
Darrel L. and Alice J. Johnson

Owner(s) of \_\_\_\_\_  
Lot(s) 7 \_\_\_\_\_,  
Block (s) 1 \_\_\_\_\_  
Fred and Phyllis Weisinger

Owner(s) of \_\_\_\_\_  
Lot(s) 8 \_\_\_\_\_,  
Block (s) 1 \_\_\_\_\_  
Warner and Carol Smith

053 - 95 - 0273

THE STATE OF TEXAS                    §  
  §  
COUNTY OF HARRIS                   §

This instrument was acknowledged before me on March 15, 1983 by WANDA GIBSON.

SOUTHMORE SAVINGS ASS.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

Printed Name GWEN SCHUHTER

My commission expires:  
3-31-85

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that the instrument was FILED in  
One Number Sequence on the date and at the same stamped  
here by ones was duty RECORDED, in the.....  
Public Records of ..... Property of Farris County, Texas..

JUL 26 1983

\_\_\_\_\_  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

25-01    289860    H 168130    B PD    7.00

196 - 86 - 2563

**AN AMENDMENT TO THE DECLARATIONS OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF  
RAVENSWAY SOUTH  
CORRECTING THAT CERTAIN AMENDMENT DATED  
FEBRUARY 27, 1981, RECORDED UNDER CLERK'S  
FILE NO. G-892728**

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THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, an AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of RAVENSWAY SOUTH was adopted on February 27, 1981, and recorded in the Records of the Harris County Clerk's Office, and

WHEREAS, said Amendment Incorrectly referred to the Article being amended as Article IV, when it should have referred to Article VI, and

WHEREAS, it is expedient to correct said error,

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument in writing dated May 17, 1979, filed for record May 25, 1979, in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. G-095374 of the Deed Records of Harris County, Texas, MAGNOLIA INVESTMENT PROPERTIES, INC., and CHAPARRAL DEVELOPMENT, INC., the then owners of all of that certain real property in Harris County, Texas, known as RAVENSWAY SOUTH, an Addition in Harris County, Texas, according to the Map or Plat thereof duly recorded in Volume 285, Page 24 of the Map Records of Harris County, Texas, did adopt certain covenants, conditions and restrictions for RAVENSWAY SOUTH, for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of said subdivision; and

WHEREAS, said restrictions, as adopted, provide that they may be amended during the first twenty (20) year period thereof by an instrument signed by not less than 90% of the lot owners, and

WHEREAS, SOUTHMORE SAVINGS ASSOCIATION and MAGNOLIA INVESTMENT PROPERTIES, INC., the present owners of more than 90% of the lots in RAVENSWAY SOUTH, are desirous of amending said restrictions as permitted in ARTICLE VII, SECTION 3 thereof

196 - 86 - 2564

NOW, THEREOF, IN CONSIDERATION OF THE PREMISES, the undersigned, constituting more than 90% of the owners of lots in said subdivision of said RAVENSWAY SOUTH, do hereby amend the aforesaid Declaration of Covenants, Conditions, and Restrictions as follows:

ARTICLE VI, SECTION 3, Subparagraph (a) (1) shall be and the same is hereby amended so that it shall hereafter read as follows:

ARTICLE VI

SECTION 2:

- (a) (1) No conventional dwelling shall be erected or permitted to remain on any lot with less than 1600 square feet of living area, exclusive of attached garages, or porches, and exclusive of any detached garage or other structure. Any dwelling other than the single story structure must have at least 1,000 square feet of ground living area, exclusive of open or screened porches, garages and detached servants quarters.

In all other respects the restrictions for RAVENSWAY SOUTH as set forth in the instrument above referred to shall remain in full force and effect, as originally written, and thereafter amended. This instrument shall become effective upon its being recorded in the Office of the County Clerk of Harris County, Texas.

EXECUTED this 22nd day of September, 1981.

ATTEST:

SOUTHMORE SAVINGS ASSOCIATION

By: \_\_\_\_\_  
T. R. Adkins, Secretary

By: \_\_\_\_\_  
..... Adkins, President

ATTEST:

MAGNOLIA INVESTMENT PROPERTIES, INC.

By: \_\_\_\_\_  
Terry D. Kllower, Secretary

By: \_\_\_\_\_  
Tommy Adkins, President

196 - 86 - 2565

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared TOMMY ADKINS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged

to me that he executed the same for the purposes and considerations therein expressed as PRESIDENT of SOUTHMORE SAVINGS ASSOCIATION, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of September, 1981.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared TOMMY ADKINS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed as PRESIDENT of MAGNOLIA INVESTMENT PROPERTIES, INC., and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of September, 1981.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that the instrument was FILED in  
One Number Sequence on the date and at the same stamped  
here by ones was duty RECORDED, in the.....  
Public Records of ..... Property of Farris County, Texas..

SEP 25 1981

\_\_\_\_\_  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

068 - 85 - 0862

J16224

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SECOND SUPPLEMENT TO CONSENT TO SUBDIVISION

THE STATE OF TEXAS                      §  
  §  
COUNTY OF HARRIS                      §

WHEREAS, the owners of a tract or parcel of land containing 86.8226 acres, more or less, out of the Alexander Burnett Survey, Abstract 109, Harris County, Texas, have caused a subdivision map or plat of such land to be filed for record under County Clerk’s File No. F-939682 in the Office of the County Clerk of Harris County, Texas (the land shown on such map or plat being therein and herein called “Ravensway South”); and

WHEREAS, the owners of Lots 1 through 18, inclusive, in Block One, Lots 1 through 31, inclusive, Block Two, and Lots 1 through 13, inclusive, in Block Three of said subdivision of Ravensway South (being all of the Lots shown on the map or plat of Ravensway South (being all of the Lots shown on the map or plat of Ravensway South lying north of the north line of Shaft Drive according to said map or plat of Ravensway South) desire to replat all of such Lots for the purpose of renaming the subdivision in which such Lots are located as “Ravensway Estates”; and

WHEREAS, certain of the owners of the above described Lots and certain of the holders of liens covering such Lots executed and delivered an instrument entitled “Consent to Subdivision Replat”, dated the 30th day of April, 1982, by which the owners and lienholders who executed such instrument authorized, agreed and consented to the replat of such Lots as “Ravensway Estates”; and

WHEREAS, certain of the owners of the above described Lots and certain of the holders of liens covering such Lots executed and delivered an instrument entitled “Supplement to Consent to Subdivision Replat”, dated the 30th day of April, 1982, by which the owners and lienholders who executed such instrument authorized, agreed and consented to the replat of such Lots as “Ravensway Estates”; and

RETURN TO:  
GARY PEJUNZELL  
% BURER & BINIOI  
ALLIED BANK PLAZA  
HOUSTON, TX 77802  
060 - 85 - 0863

WHEREAS, the ownership of certain of the above described Lots has changed subsequent to the execution of said instruments entitled “Consent to Subdivision Replat” and “Supplement to Subdivision Replat” and certain additional parties have acquired liens on one or more of such Lots; and

WHEREAS, the undersigned owners of one or more of the above described Lots and the undersigned holders of liens covering one or more of such Lots desire to join herein so as to also express and evidence their consent to said replatting of a portion of Ravensway South as “Ravensway Estates”;

NOW, THEREFORE, each of the undersigned Owners, by executing this Second Supplement to Consent to Subdivision Replat, (i) confirm that they are the owners of the respective Lots described in the Deeds referred to above, (ii) represent that the respective Lots owned by them are each subject to liens and/or superior title, if any, as described hereinabove according to and as shown in instruments filed for record in the Office of the County Clerk of Harris County, Texas, (iii) consent to, authorize and approve the replatting of 18.8740 acres, being all of the Lots shown on the plat of Ravensway South lying north of the north line of Shaft Drive, for the purpose of renaming the subdivision in which such Lots are located as “Ravensway Estates”, and (iv) ratify, confirm and adopt said “Consent to Subdivision Replat” and “Supplement to Consent to Subdivision Replat” to the same extent and with the same effect as if they had been signatory parties thereto. Accordingly, each and all of the undersigned Owners do hereby ratify, adopt, approve and agree to each of the dedications, agreements and covenants set forth on said Map or Plat of the said Ravensway Estates which is recorded in Volume \_\_\_\_\_, page \_\_\_\_\_ of the Map Record of Harris County, Texas.

Each of the undersigned lienholders, by executing this Second Supplement to Consent to Subdivision Replat, hereby consents to, authorizes and approves the replatting of such above described Lots shown on the plat of Ravensway South lying north of the north line of Shaft Drive for the purpose of renaming the subdivision in which said Lots are located as “Ravensway Estates”, and expressly subordinates the respective liens held by each of them to all of the dedications, covenants and agreements of such Map or Plat of Ravensway Estates which is recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Map Records of Harris County, Texas.

068 - 85 - 0864

OWNERS:

1. WHEREAS, Steven B. Dillard and wife, Patsy G. Dillard (the “Dillards”) are the owners of Lot One (1), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated May 22, 1981, from J.B. Wood Construction Company, Inc. to the Dillards, filed for record under County Clerk’s File No. G-987083 in the office of the County Clerk of Harris County, Texas;



2. WHEREAS, Thomas L. Moyers and wife, Aletha M. Moyers (the "Moyers") are the owners of Lot Four (4), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated May 28, 1981, from N. E. S. Building Company, Inc. to the Moyers, filed for record under County Clerk's File No. G996046 in the office of the County Clerk of Harris County, Texas;
3. WHEREAS, Fred Curtis Wiesinger and wife, Phyllis I. Wiesinger (the "Wiesingers") are the owners of Lot Seven (7), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated June 20, 1980, from J.B. Wood Construction Company, Inc. to the Wiesingers, filled for record under County Clerk's File No. G-578497 in the office of the County Clerk of Harris County, Texas;
4. WHEREAS, Warner T. Smith and wife, Carol J. Smith (the "Smiths") are the owners of Lot Eight (8), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated December 19, 1980, from J.B. Wood Construction Company, Inc. to the Smiths, filled for record under County Clerk's File No. G-803655 in the office of the County Clerk of Harris County, Texas;

068 - 85 - 0865

5. WHEREAS, David E. Embry and wife, Deborah Lee Embry (the "Embry's") are the owners of Lot Nine (9), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated June 21, 1983, from Gemcraft Homes, Inc. to the Embry's, filled for record under County Clerk's File No. J-007313 in the office of the County Clerk of Harris County, Texas;
6. WHEREAS, William N. Brauer and wife, Susan M. Brauer (the "Brauers") are the owners of Lot Ten (10), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in

Deed dated June 7, 1983, from Gemcraft Homes, Inc. to the Brauers, filled for record under County Clerk's File No. H-986791 in the office of the County Clerk of Harris County, Texas;

7. WHEREAS, Donald W. Thompson and wife, Suzanne S. Thompson (the "Thompsons") are the owners of Lot Eleven (11), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated August 20, 1980, from Durbin Homes, Inc. to the Thompsons, filled for record under County Clerk's File No. G-649115 in the office of the County Clerk of Harris County, Texas;
8. WHEREAS, George Bradley Burwick and wife, Janice L. Burwick (the "Burwicks") are the owners of Lot Twelve (12), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated January 11, 1980, from Becker Homes, Inc. to the Burwicks, filled for record under County Clerk's File No. G-399797 in the office of the County Clerk of Harris County, Texas;

068 - 85 - 0866

9. WHEREAS, Gemcraft Homes, Inc., ("Gemcraft") is the owner of Lot Thirteen (13), Block One (1), Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Fourteen (14), Block Two (2) and Lot Four (4), Block Three (3), all in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
10. WHEREAS, Hong Yi Ip and wife, Ching Chee Ip (the "Ips") are the owners of Lot Fifteen (15), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated

October 3, 1980, from Benjamin Franklin Savings Association to the Ips, filled for record under County Clerk's File No. G-721976 in the office of the County Clerk of Harris County, Texas;

11. WHEREAS, Charles M. Owens and wife, Patty J. Owens (the "Owens") are the owners of Lot Sixteen (16), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated October 1, 1979, from Becker Homes, Inc. to the Owens, filled for record under County Clerk's File No. G-275433 in the office of the County Clerk of Harris County, Texas;
12. WHEREAS, Keith E. Braun and wife, Barbara N. Braun (the "Brauns") are the owners of Lot Seventeen (17), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated June 19, 1981, from O. Dean Couch, Jr. d/b/a Couch Mortgage Company to the Brauns, filled for record under County Clerk's File No. H-037265 in the office of the County Clerk of Harris County, Texas;
13. WHEREAS, Garry E. Brister and wife, Judith B. Brister (the "Bristers") are the owners of Lot Eighteen (18), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated December 17, 1979, from Becker Homes, Inc. to the Bristers, filled for record under County Clerk's File No. G-374178 in the office of the County Clerk of Harris County, Texas;

068 - 85 - 0867

14. WHEREAS, Ronald David Echavaria and wife, Rebecca A. Echavaria (the "Echavarias") are the owners of Lot Seven (7), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated July 29, 1981, from Chamberlain Building Company, Inc. to the Echavarias, filled for record under County Clerk's File No. H-079366 in the office of the County Clerk of Harris County, Texas;
15. WHEREAS, J. Richard Delgado and wife, Viola Delgado (the "Delgados") are the owners of Lot Eight (8), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated June 24, 1981, from Chamberlain Building Company, Inc. to the Delgados, filled for

record under County Clerk's File No. H-915814 in the office of the County Clerk of Harris County, Texas;

16. WHEREAS, Bruce Lee Ganer and wife, Patricia Joann Ganer (the "Ganers") are the owners of Lot Nine (9), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated July 14, 1981, from Chamberlain Building Company, Inc. to the Ganers, filed for record under County Clerk's File No. H-056406 in the office of the County Clerk of Harris County, Texas;
17. WHEREAS, John Paul Baker and wife, Julie Fannon Baker (the "Bakers") are the owners of Lot Ten (10), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated September 18, 1980, from J.B. Wood Construction Company, Inc. to the Baker, filed for record under County Clerk's File No. G-691419 in the office of the County Clerk of Harris County, Texas;
18. WHEREAS, George Bowes and wife, Julia Mary Bowes (the "Bowes") are the owners of Lot Eleven (11), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated April 29, 1981, from J.B. Wood Construction Company, Inc. to the Bowes, filed for record under County Clerk's File No. G-958641 in the office of the County Clerk of Harris County, Texas;

068 - 85 - 0868

19. WHEREAS, Paul R. Bergfield and wife, Elizabeth L. Bergfield (the "Bergfields") are the owners of Lot Twelve (12), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated May 6, 1983, from Gemcraft Homes, Inc. to the Bergfields, filed for record under County Clerk's File No. H-935981 in the office of the County Clerk of Harris County, Texas;
20. WHEREAS, Patrick E. Torres and Michella Marie Hardy ( "Torres and Hardy") are the owners of Lot Thirteen (13), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated June 13, 1983, from Gemcraft Homes, Inc. to Torres and Hardy, filed for

record under County Clerk's File No. H-995778 in the office of the County Clerk of Harris County, Texas;

21. WHEREAS, Ben B. Sutton and wife, Ann M. Sutton (the "Suttons") are the owners of Lot Fifteen (15), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated May 20, 1982, from Gemcraft Homes, Inc. to the Suttons, filled for record under County Clerk's File No. H-470744 in the office of the County Clerk of Harris County, Texas;
22. WHEREAS, Joseph C. Watson and wife, Janette C. Watson (the "Watsons") are the owners of Lot Sixteen (16), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated September 15, 1982, from N. E. S. Building Company, Inc., to the Watsons, filled for record under County Clerk's File No. H-636223 in the office of the County Clerk of Harris County, Texas;
23. WHEREAS, Kenneth E. Smith and wife, Sandra M. Smith (the "Smiths") are the owners of Lot Twenty (20), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated December 20, 1982, from N. E. S. Building Company, Inc., to the Smiths, filled for record under County Clerk's File No. H-752649 in the office of the County Clerk of Harris County, Texas;

068 - 85 - 0869

24. WHEREAS, Robert M. Shanley and wife, Suzanne M. Shanley (the "Shanleys") are the owners of Lot Twenty-two (22) and Twenty-three (23), both in Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated February 24, 1981, from J.B. Wood Construction Company, Inc. to the Shanleys, filled for record under County Clerk's File No. G-878029 in the office of the County Clerk of Harris County, Texas;
25. WHEREAS, Merlin Hoerner, Jr. and Cindy Rodriguez ("Hoerner and Rodriguez") are the owners of Lot Twenty-seven (27), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated October 6, 1981, from J.B. Wood Construction Company, Inc. to

Hoerner and Rodriguez, filled for record under County Clerk's File No. H-178457 in the office of the County Clerk of Harris County, Texas;

26. WHEREAS, James W. Robert and wife, Carolyn R. Robert (the "Roberts") are the owners of Lot Twenty-eight (28), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated December 17, 1981, from N. E. S. Building Company, Inc., to the Roberts, filled for record under County Clerk's File No. H-267253 in the office of the County Clerk of Harris County, Texas;

27. WHEREAS, Howard M. Smith and wife, Bessie S. Smith ( the "Smiths") are the owners of Lot Thirty-five (35), Block Two (2), in Ravensway South (to be called Ravensway Estates) as described in Deed dated August 12, 1981, from J.B. Wood Construction Company, Inc. to the Smiths, filled for record under County Clerk's File No. H-100352 in the office of the County Clerk of Harris County, Texas;

068 - 85 - 0870

28. WHEREAS, Ronald W. Gilcrease and wife, Sandra L. Gilcrease ( the "Gilcreases") are the owners of Lot Three (3), Block Three (3), in Ravensway South (to be called Ravensway Estates) as described in Deed dated January 25, 1980, from Becker Homes, Inc. to the Gilcreases, filled for record under County Clerk's File No. G-413819 in the office of the County Clerk of Harris County, Texas;

29. WHEREAS, John J. Dunn, Jr. and wife, Marjory Ellen Dunn ( the "Dunns") are the owners of Lot Seven (7), Block Three (3), in Ravensway South (to be called Ravensway Estates) as described in

Deed dated April 28, 1981, from Miller Homes, Inc. to the Dunns, filled for record under County Clerk's File No. G-954750 in the office of the County Clerk of Harris County, Texas;

30. WHEREAS, William E. Moore and wife, Willa M. Moore ( the "Moores") are the owners of Lot Twelve (12), Block Three (3), in Ravensway South (to be called Ravensway Estates) as described in Deed dated December 1, 1982, from David M. Wise and wife Eileen C. Wise to the Moores, filled for record under County Clerk's File No. H-724804 in the office of the County Clerk of Harris County, Texas;
31. WHEREAS, Kenneth E. Steele and wife, Marcia A. Steele (the "Steeles") are the owners of Lot Thirteen (13), Block Three (3), in Ravensway South (to be called Ravensway Estates) as described in Deed dated September 4, 1981, from Chamberlain Building Company, Inc. to the Steeles, filled for record under County Clerk's File No. H-135054 in the office of the County Clerk of Harris County, Texas;
32. WHEREAS, N. E. S. Building Company, Inc. is the owners of Lot Three (3), Block One (1), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the Office of the County Clerk of Harris County, Texas.

068 - 85 - 0871

33. WHEREAS, Wiliam M. Schwarz and wife, Diane C. Schwarz (the "Schwarzes") are the owners of Lot Five (5), Block One (1), in Ravensway South (to be called Ravensway Estates) as described in Deed dated November 25, 1981, from N. E. S. Building Company, Inc., to the Schwarzes, filled for record under County Clerk's File No. H-248677 in the office of the County Clerk of Harris County, Texas;
34. WHEREAS, J. B. Wood Construction Company, Inc. is the owner of Lot Six (6), Block One (1) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;

35. WHEREAS, O. Dean Couch, Jr. d/b/a Couch Mortgage Company, is the owner of Lot Fourteen (14), Block One (1) and Lot Five (5), Block Three (3), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
36. WHEREAS, Southmore Savings Association, a Texas savings and loan association, is the owner of Lot Two (2), Block One (1); Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty-One (21), Twenty-Four (24), Twenty-Five (25), Twenty-six (26), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty-Two (42), and Forty-Three (43), all in Block Two (2), and Lots One (1), Two (2), Six (6), Eight (8), Nine (9), Ten (10), and Eleven (11), all in Block Three (3), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;

LIENHOLDERS:

37. WHEREAS, Southmore Savings Association, a Texas savings and loan association, is the owner and holder of liens covering Lots One (1), Four (4) and Five (5), all in Block One (1); Lots Seven (7), Nine (9), Eleven (11), Twenty-Seven (27), and Twenty-Eight (28), all in Block Two (2); and Lot Thirteen (13), Block Three (3), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;

068 - 85 - 0872

38. WHEREAS, First Capital Savings Association of Texas is the owner and holder of liens covering Lots Three (3) and Six (6), all in Block One (1), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
39. WHEREAS, Houston First American Savings Association is the owner and holder of lien covering Lot Six (6), Block One (1), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;



40. WHEREAS, Charles F. Curry Company is the owner and holder of liens covering Lot Seven (7), Block One (1), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
41. WHEREAS, University Savings Association is the owner and holder of liens covering Lot Eight (8), Block One (1), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
42. WHEREAS, Intercontinental Mortgage Company is the owner and holder of liens covering Lot Nine (9), Block One (1), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
43. WHEREAS, Home Savings Association is the owner and holder of liens covering Lot Eleven (11), Block One (1), Lots Ten (10), Twenty-One (21) and Thirty-Five (35), all in Block Two (2) and Lot Three (3), Block Three (3), and as assignee of Texas Western Mortgage, Inc., with respect to Lot Eight (8), Block (2); all in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;

068 - 85 - 0873

44. WHEREAS, State Savings & Loan Association as Assignee of Sunkist Service Company is the owner and holder of liens covering Lot Ten (10), Block One (1) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
45. WHEREAS, Benjamin Franklin Savings Association of Houston is the owner and holder of liens covering Lot Nine (9), Twelve (12), Thirteen (13), Sixteen (16) and Eighteen (18), all in Block One (1); and Lots One (1) through Six (6), Fourteen (14) and Fifteen (15), Block Two (2); and Lot Four (4), Block Three ((3); all in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;

46. WHEREAS, Associated Properties, Inc. is the owner and holder of liens covering Lot Seventeen (17), Block One (1) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
47. WHEREAS, Savers Federal Savings & Loan Association, as assignee of Associated Properties, Inc., is the owner and holder of liens covering Lot Fourteen (14), Block One (1) and Lot Five (5) Block Three (3), all in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
48. WHEREAS, Buffalo Savings & Loan Association as Assignee of Carl I. Brown and Company, d/b/a Federation Mortgage Company, is the owner and holder of liens covering Lot Fifteen (15), Block One (1) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;

068 - 85 - 0874

49. WHEREAS, Sunkist Service Company is the owner and holder of liens covering Lot Twelve (12), Block Two (2) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
50. WHEREAS, Spring Woods Bank is the owner and holder of liens covering Lot Thirteen (13), Block Two (2) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
51. WHEREAS, Bankers Life Company is the owner and holder of liens covering Lot Sixteen (16), Block Two (2) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;

52. WHEREAS, Nowlin Mortgage Company is the owner and holder of liens covering Lot Twenty (20), Block Two (2) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
53. WHEREAS, Majestic Savings and Loan Association, as assignee of Majestic Investment Company of Denver, is the owner and holder of liens covering Lots Twenty-Two (22) and Twenty-Three (23), both in Block Two (2) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;
54. WHEREAS, Allied Cypress Bank is the owner and holder of liens covering Lots Twenty-Two (22) and Twenty-Three (23), both in Block Two (2) in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas, and as assignee of George King, Contractor, is the holder of a mechanic's and materialmen's lien covering Lot Eighteen (18), Block One (1), in Ravensway South (to be called Ravensway Estates) according to contract dated March 10, 1980 filed for record under County Clerk's File No. G-467567 in the Office of the County Clerk of Harris County, Texas;

068 - 85 - 0875

55. WHEREAS, Federal National Mortgage Association, as assignee of Mercantile Mortgage Corporation, is the owner and holder of liens covering Lots Fifteen (15) Block Two (2) and as assignee of both American Mortgage Company and Allstate Enterprises Mortgage Corporation, is the owner and holder of liens covering Lots Seven (7) and Twelve (12), both in Block Three (3), in Ravensway South (to be called Ravensway Estates) according to instruments filed for record in the office of the County Clerk of Harris County, Texas;

NOW, THEREFORE, each of the undersigned Owners, by executing this Second Supplement to Consent to Subdivision Replat, (i) confirm that they are the owners of the respective Lots described in the Deeds referred to above, (ii) represent that the respective Lots owned by them are each subject to liens and/or superior title, if any, as described hereinabove according to and as shown in instruments filed for record in the Office of the County Clerk of Harris County, Texas, (iii) consent to, authorize and approve the replatting of 18.8740 acres, being all of the Lots shown on the plat of Ravensway South lying north of the north line of Shaft Drive, for the purpose of renaming the subdivision in which such Lots are located

as “Ravensway Estates”, and (iv) ratify, confirm and adopt said “Consent to Subdivision Replat” and “Supplement to Consent to Subdivision Replat” to the same extent and with the same effect as if they had been signatory parties thereto. Accordingly, each and all of the undersigned Owners do hereby ratify, adopt, approve and agree to each of the dedications, agreements and covenants set forth on said Map or Plat of the aid Ravensway Estates which is recorded in Volume \_\_\_\_\_ -, page \_\_\_\_\_ of the Map Records of Harris County, Texas.

068 - 85 - 0876

Each of the undersigned lienholders, by executing this Second Supplement to Consent to Subdivision Replat, hereby consents to, authorizes and approves the replatting of such above described Lots shown on the plat of Ravensway South lying north of the north line of Shaft Drive for the purpose of renaming the subdivision in which said Lots are located as “Ravensway Estates”, and expressly subordinates the respective liens held by each of them to all of the dedications, covenants and agreements of such Map or Plat of Ravensway Estates which is recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Map Records of Harris County, Texas.

060 - 85 - 0877

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the 7 day of April, 1982.

---

Printed Name: DAVID E. EMBRY

---

Printed Name: DEBBIE EMBRY

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on June 7th, 1983, by David E. Embry and Debbie Embry.

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Notary Public in and for  
The State of Texas

My commission expires:  
3-31-85

060 - 85 - 0878

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the \_\_\_ day of April, 1982.

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Printed Name: WILLIAM BRAUER

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Printed Name: SUSAN M. BRAUER

THE STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me on May 25th, 1983, by KENNETH E. SMITH and wife, SANDRA M. SMITH.

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Notary Public in and for  
The State of Texas

My commission expires:  
3-31-85

W/96-40 R/R(7)

060 - 85 - 0883

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the \_\_\_ day of April, 1982.

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Printed Name: WILLIAM M. SCHWARZ

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Printed Name: DIANE C. SCHWARZ

THE STATE OF TEXAS

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§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on May 25th, 1983, by WILIAM M. SCHWARZ and wife, DIANE C. SCHWARZ.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My commission expires:  
3-31-85

W/96-40 R/R(5)

060 - 85 - 0884

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the 7th day of June, 1983.

\_\_\_\_\_  
Printed Name: Wanda Gibson, Vice President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS

§  
§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on June 7, 1983, by Wanda Gibson, Vice President of Southmore Savings Association.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

JUDITH S. SMITH  
Notary Public in State of Texas  
My Commission Expires June 18, 1985

My commission expires:  
June 18, 1985

**RECORDER'S MEMORANDUM**

**At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, decolorated paper, etc. All blockouts, additions and changes were present at the time instrument was filed and recorded.**

060 - 85 - 0885

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the 18th day of July, 1983.

COMPANY

ATTEST:

\_\_\_\_\_  
Lula, K. Haylor, Secretary

INTERCONTINENTAL

MORTGAGE

By: \_\_\_\_\_

Name: W. D. BARTLETT

Title: Vice President

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS                   §

This instrument was acknowledged before me on July 18, 1983, by W. D. Bartlett, Vice President of INTERCONTINENTAL MORTGAGE COMPANY on behalf of said corporation.

---

Notary Public in and for  
The State of Texas  
Charla Withrow

My commission expires:  
10-15-84

W/96-40 R/R (10)

**RECORDER'S MEMORANDUM**

**At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, decolored paper, etc. All blockouts, additions and changes were present at the time instrument was filed and recorded.**

060 - 85 - 0886

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the 25th day of May, 1983.

HOME SAVINGS ASSOCIATION  
By: \_\_\_\_\_  
Name: Wm. G. Barnett  
Title: Executive Vice President

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS                   §

This instrument was acknowledged before me on 25th day of May, 1983, by Wm. G. Barnett, Exec.Vice President of HOME SAVINGS ASSOCIATION, a corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas  
Shirley B. Cramer

My commission expires:  
5-18-85

**RECORDER'S MEMORANDUM**  
**At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, decolored paper, etc. All blockouts, additions and changes were present at the time instrument was filed and recorded.**

060 - 85 - 0887

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the \_\_\_\_ day of April, 1982.

ASSOCIATION                                   STATE       SAVINGS       AND       LOAN

By: \_\_\_\_\_  
Name: Richard B. Swinney  
Title: Senior Vice President

ATTEST:                                       By: \_\_\_\_\_

Name: Jana Getty

Title: Assistant Secretary

\_\_\_\_\_  
Sylvia Alsup

THE STATE OF CALIFORNIA )  
 ) §§.  
COUNTY OF SAN JOAQUIN )

This instrument was acknowledged before me on July 20, 1983, by RICHARD B. SWINNEY and JANA GETTY, the Senior Vice President and Assistant Secretary, respectively, of STATE SAVINGS AND LOAN ASSOCIATION, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State  
of California, County of San Joaquin

My commission expires:  
February 19, 1985

**OFFICIAL SEAL**  
**STEPHANIE D. CUE**  
**NOTARY PUBLIC - CALIFORNIA**  
**SAN JOAQUIN COUNTY**  
**My commission expires Feb. 19, 1985**

**RECORDER'S MEMORANDUM**  
**At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, decolored paper, etc. All blockouts, additions and changes were present at the time instrument was filed and recorded.**

060 - 85 - 0889

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the 30th day of April, 1982.

BENJAMIN FRANKLIN SAVINGS  
ASSOCIATION OF HOUSTON

ATTEST:  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Rex E. M. Daniel  
Title: Vice President



THE STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS                   §

This instrument was acknowledged before me on July 7, 1983, by Rex E. M. Daniel Vice President of BENJAMIN FRANKLIN SAVINGS ASSOCIATION OF HOUSTON, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas  
Cary Damron Young

My commission expires:  
12-28-85

W/96-56 R/G (4)

**RECORDER'S MEMORANDUM**

**At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, decolorated paper, etc. All blockouts, additions and changes were present at the time instrument was filed and recorded.**

060 - 85 - 0889

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the \_\_\_\_ day of April, 1982.

STATE SAVINGS AND LOAN ASSOCIATION  
By: \_\_\_\_\_  
Name: Richard B. Swinney  
Title: Vice President

ATTEST:

By: \_\_\_\_\_  
Name: Jana Getty

Title: Assistant Secretary

\_\_\_\_\_  
Sylvia Alsup

THE STATE OF CALIFORNIA )  
 ) §§.  
COUNTY OF SAN JOAQUIN )

This instrument was acknowledged before me on July 20, 1983, by RICHARD B. SWINNEY and JANA GETTY, the Vice President and Assistant Secretary, respectively, of SUNKIST SERVICE COMPANY, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State  
of California, County of San Joaquin

My commission expires:  
February 19, 1985

**OFFICIAL SEAL**  
**STEPHANIE D. CUE**  
**NOTARY PUBLIC - CALIFORNIA**  
**SAN JOAQUIN COUNTY**  
**My commission expires Feb. 19, 1985**

**RECORDER'S MEMORANDUM**

**At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, decolorated paper, etc. All blockouts, additions and changes were present at the time instrument was filed and recorded.**

060 - 85 - 0890

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the \_\_\_\_ day of April, 1982.

SPRING WOODS BANK

ATTEST:

By: \_\_\_\_\_  
Name: Cissy Thomson  
Title: Vice President

\_\_\_\_\_

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS                   §

This instrument was acknowledged before me in July, 1983, by Cissy Thomson, Vice President of SPRING WOODS BANK, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas  
Cary Damron Young

My commission expires:  
12-28-85

W/96-56 R/G (3)

**RECORDER'S MEMORANDUM**

**At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, decolored paper, etc. All blockouts, additions and changes were present at the time instrument was filed and recorded.**

060 - 85 - 0891

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS each having the force and effect of an original, EFFECTIVE on the \_\_\_\_ day of April, 1982.

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Name: George L. Huckabee  
Title: Assistant Vice President

THE STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS                   §

This instrument was acknowledged before me on July 19, 1983, by George L Huckabee, Assistant Vice, President of FEDERAL NATIONAL MORTGAGE ASSOCIATION, on behalf of said corporation.

\_\_\_\_\_  
Robert L. Reed,                   Notary Public in and for  
   The State of Texas

My commission expires:  
8/6/84

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that the instrument was FILED in  
One Number Sequence on the date and at the same stamped  
here by ones was duty RECORDED, in the.....  
Public Records of ..... Property of Farris County, Texas.

SEP 29 1983

\_\_\_\_\_  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED  
1383 SEP 29 PM 4:03  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

G892728    WAR-11                    175883                    892728                    6 P0                    7.00

179-97-2400

AMENDMENT TO THE DECLARATIONS OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
RAVENSWAY SOUTH

THE STATE OF TEXAS  
  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument in writing dated May 17, 1979, filed for record May 25, 1979, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. G-095374, of the Deed Records of Harris County, Texas, Magnolia Investment Properties, Inc., and Chapparel Development, Inc., the then owners of all of that certain real property in Harris County, Texas known as RAVENSWAY SOUTH, an addition in Harris County, Texas, which map was duly filed of record in the 23rd day of January, 1979, in Volume 285, Page 24 of the Harris County, Texas Map Records, did adopt restrictions for Ravensway South, for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of said subdivision; and

WHEREAS, said restrictions, as adopted, provide that they may be amended during the first twenty (20) year period thereof by an instrument signed by not less than 90% of the lot owners, and whereas, Southmore Savings Association and Magnolia Investment Properties, Inc., the present owners of more than 90% of the lots in Ravensway South, are desirous of amending said restrictions as permitted in Article VII, Section 3 thereof;

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES, the undersigned, constituting more than 90% of the owners of lots in said subdivision of said Ravensway South, do hereby amend the aforesaid restrictive easement as follows:

ARTICLE IV, SECTION 11, Subparagraph A shall be and the same is hereby amended so that it shall hereafter read as follows:

#### ARTICLE IV.

##### Section 11

- a. (1) No conventional dwelling shall be erected or permitted to remain on any lot with less than 1600 square feet of living area, exclusive of attached garages, or porches, and exclusive of any detached garage or other structure. Any dwelling other than the single story structure must have at least 1,000 square feet of ground living area, exclusive of open or screened porches, garages and detached servants quarters.

179 - 97 - 2401

In all other respects the restrictions for Ravensway South as set forth in the instrument above referred to shall remain in full force and effect, as originally written, and thereafter amended. This instrument shall become effective upon its being recorded in the office of the County Clerk of Harris County, Texas.

EXECUTED this 27th day of February, 1981.

ATTEST:

SOUTHMORE SAVINGS ASSOCIATION

---

---

ATTEST:  
INC

MAGNOLIA INVESTMENT PROPERTIES,

---

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared TOMMY ADKINS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as PRESIDENT of SOUTHMORE SAVINGS ASSOCIATION, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of MARCH, 1981.

---

Notary Public in and for Harris County,  
TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared TOMMY ADKINS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as PRESIDENT of MAGNOLIA INVESTMENT PROPERTIES, INC., and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of MARCH, 1981.

---

Notary Public in and for Harris County,  
TEXAS

179 - 97 - 2402

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that the instrument was FILED in  
One Number Sequence on the date and at the same stamped  
here by ones was duty RECORDED, in the.....  
Public Records of ..... Property of Farris County, Texas.

MAR 11 1961

\_\_\_\_\_  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED  
MARC 11 9:00 AM 1981  
\_\_\_\_\_  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

G095374

128 - 99 - 2347

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CHAPARRAL DEVELOPMENT, INC., and MAGNOLIA INVESTMENT PROPERTIES, INC., hereinafter referred to as "Declarants".

WITNESSETH:



WHEREAS, Declarants are the owners of certain property in RAVENSWAY SOUTH, County of Harris, State of Texas, which is more particularly described as:

RAVENSWAY SOUTH according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, on January 23, 1979, and recorded in Volume 285, Page 24, of the Map Records of Harris County, Texas, to which plat and the record thereof reference is here made for full and particular description of said property; and more particularly described in Exhibit "A" attached.

NOW THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs' successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to RAVENSWAY-SARACEN PARK HOME ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest rarely as security for the performance of an obligation.

128 - 99 - 2348

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as my hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area now owned by the Association is described as follows:

See Exhibit "B" attached

Section 5. "Lot" shall mean and refer to any plot of land shown upon a recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarants" shall mean and refer to CHAPARRAL DEVELOPMENT INC. and MAGNOLIA INVESTMENT PROPERTIES, INC., their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarants for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

128 - 99 - 2349

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assesments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty and no/100 dollars (\$360.00) per Lot.

128 - 99 - 2350

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased only by a majority vote of the membership.
- (b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ( $\frac{2}{3}$ ) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. In the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot to Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

128 - 99 - 2351

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarants, or by an architectural committee composed of three (3) or more representatives appointed by the Declarants. In the event said Declarants, or their designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

128 - 99 - 2352

## ARTICLE VI

### USE RESTRICTIONS

Section 1. Use. Non of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes of one, one and one-half, and two-story structures and a garage for not less than two cars or more than four cats. The use of any dwelling for a nursing home, hospital, apartment house, boarding house, or any commercial or professional purpose shall be expressly prohibited. The construction or use of a garage apartment for rental purposes is prohibited unless for the use of domestic servants employed in the residential unit on the same lot or building site. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensitivities and which might be calculated to reduce the desirability of the

property as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit.

Section 2. Structures. The two types of dwellings in Ravensway South are hereinafter defined and referred to as: "PATIO DWELLING" being zero lot line homes on Lots One (1) thru Nineteen (19), Block Twelve (12); Lots Eleven (11) thru Twenty-four (24) in Block Eleven (11); and Lots Twenty-nine (29) thru Forty-eight (48) in Block Ten (10), being a total of Fifty-three (53) Lots. "CONVENTIONAL DWELLING" shall refer to all structures on the remaining Two Hundred Ninety-seven (297) Lots in Ravensway South. Unless specified as to "CONVENTIONAL" or "PATIO", restrictions shall apply equally to both.

- (a) (1) No Conventional Dwelling shall be erected or permitted to remain on any lot with less than 2000 square feet of living area exclusive of attached garages, or porches, and exclusive of any detached garage or other structure. Any dwelling other than the single story structure must have at least 1000 square feet of ground living area, exclusive of open or screen porches, garages and detached servants quarters.
- (2) No Patio Dwelling shall be erected or permitted to remain on any lot with less than 1400 square feet of living area exclusive of attached garages, or porches, and exclusive of any detached garage or other structure. Any dwelling other than the single story structure must have at least 700 square feet of ground living area, exclusive of open or screen porches, garages and detached servants quarters.

128 - 99 - 2353

- (b) (1) No Conventional Dwelling shall be constructed or permitted to remain on any lot unless at least 80% of the exterior surface area of the ground floor level thereof, exclusive of windows, doors, and other glassed area, consists of brick, stone, or other masonry, except the detached garages may have wood siding of a type and design approved in writing by Declarant. No carport shall be constructed on any lot.
  - (2) Patio Dwelling structural requirements such as use of brick and all other building materials, unless otherwise specified herein, shall be determined by the Architectural Control Committee, and no house shall be constructed on or allowed to remain on any lot unless the detailed construction plans (including elevation, plot plan and specifications) have been officially approved in writing by the Architectural Control Committee. No carport shall be constructed on any lot.
- (c) No roof of any building shall be composition shingles and any built-up roof shall be of at least five (5) plies. No roof or any portion thereof shall extend over any easement.

- (d) A concrete sidewalk four (4') feet wide elevated one inch (1") above curb height must be constructed parallel to the curb five (5') feet from the curb toward the property line along the entire front of all lots. In addition, on corner lots, a sidewalk of the same width shall be constructed five (5') feet toward the property line along the entire side of such lots. Plans for each residential building shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.
- (e) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained in any building in any part of Ravensway South, except by approval of the Declarants.
- (f) Prior to occupancy of any dwelling located on an unwooded Conventional Dwelling lot, it shall be required that two trees at least four (4") inches in diameter as measured one foot (1') above ground level are to be planted in front of such residence. In addition, two trees of similar size are to be planted on the side of each unwooded corner lot prior to occupancy of the dwelling. Tree requirements for Patio Dwelling Lots shall be determined by the Declarants.

128 - 99 - 2354

- (g) (1) No Conventional Dwelling shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No structure shall be located nearer than five (5') feet to any interior lot line, except that a garage located sixty-five feet (65') or more from the front lot line may be located within three (3') feet of an interior lot line. No main residence building or any part thereof shall be located on any interior lot nearer than fifteen feet (15') to the rear lot line. For the purpose of this covenant, stoops and the extension of the eaves of a roof shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. For the purpose of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street except by written approval of the Declarants. Each main residence structure must face the front of the lot. No garage on any interior lot shall be attached to the main residence in such manner as to face the street unless the front of the garage is at least forty feet (40') back from the front of the main residence structure except by written approval of the Declarants.

(2) No Patio Dwelling shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No structure shall be located nearer than five feet (5') to the interior lot line not designated as the "zero" lot line, except that a garage located forty feet (40') or more from the front line may be located within three feet (3') of the interior lot line not designated as the "zero" lot line. No main residence building or any part thereof shall be located on any lot over or encroaching on the rear lot line. For the purpose of this covenant, stoops and the extension of eaves of a roof shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. For the purpose of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence structure must face the front of the lot. On corner lots, the side building line shall be same as the side lot line. The "zero" line for Patio Dwellings in Block Twelve (12) shall be the South lot line; in Block Eleven (11) the West lot line; and in Block Ten (10) the East lot line on Lots Thirty-two (32) thru Forty-eight (48) and the South lot line on Lots Twenty-nine (29), Thirty (30) and Thirty-one (31).

128 - 99 - 2355

- (h) No lot shall be re-subdivided without the specific approval of the Declarants and only one single-family residence may be erected, placed or permitted to remain on any lot. However, if one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.

Section 3. Easements.

- (a) Easement for the installation and maintenance of utilities, drainage facilities, roads, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the Declarant when situated on the land covered by said easements. There is also dedicated for utilities an unobstructed aerial easement five feet (5') wide from a plane twenty feet (20') above the ground upward, located adjacent to all easements shown on the recorded plat.



- (b) Reference is hereby made to a sixty (60') feet ingress-egress easement across the East (rear) side of Lots Two (2) thru Nineteen (19) in Block Twelve (12) recorded February 5, 1960, in Volume 3928, Page 149 of the Deed Records of Harris County, Texas. This assessment shall provide rear access to the above described Lots in Ravensway South and to the Owner of the 40.53 acres of land North of Westgate Subdivision and East of Ravensway South to which tract this easement provides access. This easement shall kept free and clear of any and all obstructions at all times. No storage of materials, trash, garbage or other debris will be permitted. Owners of the above described lots in Ravensway South shall be responsible for mowing and maintenance of the aspect surface on their respective lots. The Board of Directors of the Ravensway-Saracen Park Home Association shall have the right and authority to levy a special assessment on any one or more or all of the above described lots in Ravensway South for the purpose of making repairs and maintaining in good condition the asphalt surface of the easement access driveway from its transition onto Cypress-N.Houston to its terminal at the property line of the aforementioned 40.53 acre tract.

128 - 99 - 2356

Section 4. Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance to the neighborhood. The use or discharge of firearms is expressly prohibited within the Subdivision.

Section 5. Temporary Structures. No trailer, mobile home, basement, tent, shack, garage, barn or other out building or structure of a temporary character shall, at any time, ever be attached to the property or be used as a residence temporarily or permanently; nor shall any such structure ever be moved into or permitted to remain on any lot, except during construction of permanent structures. A temporary office or work shed may, following approval thereof by the Declarants, be maintained upon any lot or lots by any building contractor, but such temporary structure shall be removed at completion of construction or within ten (10) days following notice from the Declarants. No trucks, trailer, trailer house, automobile or other vehicle may be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is temporarily parked or in day-to-day use off the premises and such parking is only temporarily from day-to-day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby or obscured from general view by some approved screen or enclosure.

Section 6. Oil and Mining Operations. No oil drilling development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in having for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 7. Storage, Garbage and Trash Disposal. No lot shall be used as a dumping ground for garbage, trash or rubbish. Trash, garbage, and other waste shall kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material must be kept in clean, sanitary and sightly condition. No boats, trucks, or vehicles shall be stored (or kept for purpose of repair) on any lots or drives. Mail box construction and locations are subject to architectural control. Provided further, that no lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be moved from the lot or stored in a suitable enclosure on the lot.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, whether for commercial purposes or otherwise, except that common household pets, such as cats or dogs, may be kept. In this regard, the Ravensway-Saracen Park Home Association, herein provided for, shall have the right to limit the number and variety of household pets permitted. All animals shall be kept confined inside an enclosed area by their owner and must not be outside the enclosure except on a leash.

Section 9. Fences or Walls.

- (a) No fence, wall, hedge, gas meter, or other structure shall be placed or be permitted to remain on any lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot unless approved by the Declarants. No chain-link fence shall be permitted on any lot unless completely enclosed inside other masonry or wood fencing.

128 - 99 - 2358

- (b) A six (6') foot solid wooden fence is required to be installed on the West (inside) line of the sixty (60') foot ingress-egress easement described in Section 3, Paragraph b, prior to occupancy by Owner. Openings are limited to gates and garage doors which must be closed at all times except when Owner is entering or exiting. Garages may be set back on the lots as long as a perpendicular fence connects the garage with the rear easement fence.

Section 10. Outside Clothes Drying. The drying of clothes in general view is prohibited and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosure for such use, subject to approval by Declarants.

Section 11. Traffic Hazards. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at point 25 feet from the intersection of the street lines, or in the case of a rounded property line from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet 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 distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 12. Cutting Weeds and Grass. The owners or occupants of all lots shall at all time keep all weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event permit the accumulation of garbage, trash or rubbish of any kind thereon. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. In the event of default on the part of the owner or occupant of any lot in observing the above requirements, or any of them, and such default continuing after ten (10) days written notice thereof, the Board of Directors of the herein described Home Owners Association may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work.

128 - 99 - 2359

The owner or occupant agrees by the purchase or occupation of the property, to pay for such work immediately upon receipt of a statement thereof, or in the event of failure to pay such statement, that the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereof in the same manner as the regular annual maintenance charge provided for in these restrictions. No trees shall be cut, or otherwise removed from any lot without the approval of the Declarants except as may be reasonably necessary in connection with construction of improvements, or to remove dead trees. The removal of dirt from any lot is prohibited without approval of the Declarants except when necessary in conjunction with the landscaping of such lot or construction being performed on such lot.

Section 13. Underground Electric Distribution. An underground electric distribution system will be installed in that part of Ravensway South Subdivision designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are located in Ravensway South Subdivision, at the except an of this agreement between Company and Developer or thereafter. In the event that they are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of such lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical

Code) the underground service cable and appurtenances from the point of electric company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

128 - 99 - 2360

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to developer (except for certain conduits, where applicable, and except as hereinafter provided, upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structure, all of which are designed to be permanently located where originally construed (such category of dwelling units expressly to execute mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes. Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future Residential development in Reserve(s) shown on the plat of Ravensway South Subdivision, as such plat exists at the execution of the agreement for underground electric service between the electric company and developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or application for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

## ARTICLE VII

### GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

128 - 99 - 2362

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds ( $\frac{2}{3}$ ) of the members.

Section 5. FHA/VA Approval. There being no Class B membership, the following actions will not require the prior approval of the Federal Housing Administration of the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 17th day of May, 1979.

CHAPARRAL DEVELOPMENT, INC

MAGNOLIA INVESTMENT PROPERTIES, INC

By: \_\_\_\_\_  
Carol Owen, President

By: \_\_\_\_\_  
Tommy Adkins, President

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public, personally appeared Carol Owen, President of CHAPARRAL DEVELOPMENT, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of MAY, 1979.

---

Notary Public in and for Harris County, Texas  
Nancy J. DeVore  
My Commission Expires 6/7/80

128 - 99 - 2363

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public, personally appeared Tommy Adkins, President of MAGNOLIA INVESTMENT PROPERTIES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of MAY, 1979.

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Notary Public in and for Harris County, Texas  
Marlyn Skrabanek  
My Commission Expires 3-31-81

IN APPROVAL WHEREOF, the undersigned, being the President and Secretary of the RAVENSWAY-SARACEN PARK HOME ASSOCIATION, acting for and in behalf of the Association, have hereunto set its hand and seal this 24th day of May, 1979.



ATTEST: \_\_\_\_\_

Secr.  
James R. Miller

ASSOCIATION

\_\_\_\_\_  
President, Larry Partridge  
RAVENSWAY-SARACEN PARK HOME

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public, personally appeared Larry Partridge, President of RAVENSWAY-SARACEN PARK HOME ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of MAY, 1979.

\_\_\_\_\_  
Notary Public in and for Harris County, Texas  
Carol Owen  
My Commission Expires 3-31-81  
128 - 99 - 2364

EXHIBIT "A"

Lying wholly in Harris County, Texas, and being 86.8226 acres, more or less, out of the Alexander Burnett Survey Abstract 109, and being more particularly described as follows:

BEGINNING at the most Westerly corner of Timberlake Estates Section One as recorded in Volume 53, Page 75 of the Harris County Map Records, said corner lying on the Southwesterly line of the John H. Callahan Survey, Abstract 10 and the North-easterly line of the Alexander Burnett Survey, Abstract 109;

THENCE S 45° 01' 14" E, 227.62 feet along said survey line, the same being the Southwesterly boundary of the aforementioned Timberlake Estates Section One, to a point for corner;

THENCE S 00° 34' 46" W, 799.65 feet, along the Easterly boundary of a 69.4065 acre Cypress-Fairbanks Independent School District tract, to an angle point;

THENCE S 00° 34' 46" W, 1930.95 feet to a point for corner, said point lying on the north right-of-way of Cypress North-Houston Road (60 feet wide);

THENCE N 89° 35' 22" W, 1126.91 feet along said right-of-way, to a point for corner;

THENCE N 89\* 35' 22" W, 370.01 feet to a point for corner;

THENCE N 00\* 43' 08" E, 804.56 feet to a point lying on the southerly boundary of the aforementioned 69.4065 acre tract;

THENCE N 00\* 42' 46" E, 439.97 feet along a westerly boundary of said 69.4065 acre tract, to a point for corner;

THENCE N 00\* 11' 19" W, 1000.81 feet to a point for corner, said point lying on the south line of Reserve "D" of Ravensway Section One, as recorded in Volume 199, Page 13 of the Harris County Map Records;

THENCE N 89\* 48' 41" E, 503.45 feet along said line to a point for corner, said point lying on the southwesterly line of Block 1 of said Ravensway Section One;

THENCE S 44\* 00' 00" E, 430.64 feet along said southwesterly line of Block One to THE POINT OF BEGINNING and containing 86.8226 acres of land more or less.

	EXHIBIT "B"	128 - 99 - 2365
JAN - 4 - 73	748234 OF 431785 BFO	7.60
		184 - 99 - 0628

DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That SOUTHWESTERN SAVINGS ASSOCIATION of the County of HARRIS and State of TEXAS for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, has, until the time hereinafter stated, GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto RAVENSWAY-SARACEN PARK HOME ASSOCIATION for the benefit of residents of Ravensway and Saracen Park Subdivisions, and for the purpose of recreation only, all the following described real property in Harris County, Texas, to wit:

TRACT ONE:

DESCRIPTION OF 30.615 SQUARE FEET OF LAND OUT OF RESERVE "D" OF RAVENSWAY SECTION ONE, AS RECORDED IN VOLUME 199, PAGE 13 OF THE HARRIS COUNTY MAP RECORDS;

COMMENCING at the southwest corner of Lot 1, Block 1 of Ravensway Section One;

THENCE N 44 degrees 23' 42" W, 430.67 feet to the POINT OF BEGINNING;

THENCE S 69 degrees 48' 41" W, 299.50 feet to a point for corner;

THENCE N 00 degrees 11' 19" W, 125.00 feet to a point for a corner, said point being on the south right-of-way of Ravensway Drive;

THENCE N 89 degrees 48' 41" E, 59.27 feet along the south right-of-way of Ravensway Drive to a point for a curve to the left;

THENCE along the area of said curve, having a radius of 330.00 feet and subtending a central angle of 18 degrees 18' 37", a distance of 105.46 feet to a point for a corner;

128 - 99 - 2366

Exhibit "B" Continued

184 - 09 - 0629

Page 2

THENCE S 44 degrees 07' 41" E, 196.80 feet to the POINT OF BEGINNING and containing 30.615 square feet of land, more or less.

TRACT TWO:

RESERVE "A", SARACEN PARK, SECTION THREE,  
recorded in Vol. 259, Pg. 60, (plat dated October 25, 1977, Harris County map records. Being 13.6745 ac.

TRACT THREE:

RESERVE "A" Cemetery, .2267 acres out of RAVENSWAY, SECTION TWO, according to the plat recorded on September 26, 1975, in Volume 228, page 77, of the Harris County map records.

To have and to hold the above-described premises unto the said Ravensway-Saracen Park Home Association, and its successors, so long as the premises are used as "common areas" for residents of Ravensway-Saracen Park subdivision for recreational purposes only. Grantee, or its successors or assigns, may not sell or convey said land to any third party or parties without the express written consent of grantor,

or its successors or assigns. In the event that grantee shall divert the use of said premises to purposes other than recreation, the title to said premises shall, without entry or suit, immediately revert to and veet in the grantor herein, its successors or assigns, and the grantor, its successors or assigns, shall be entitled to immediate possession of such premises and the improvements thereon. No act or omission on the part of grantor, its successors or assigns, shall be a waiver of the operation or enforcement of such condition.

Witness my hand this 21st day of December, A. D. 1977.

\_\_\_\_\_  
Ass. Secretary

\_\_\_\_\_  
Vice President  
Southwestern Savings Association

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, President of Southwestern Savings

128 - 99 - 2367

Exhibit "B" Continued

184 - 09 - 0630

Page 3

Association, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office on the 21st day of December, A. D. 1977.

\_\_\_\_\_  
Deborah Richard  
Notary Public in and for  
Harris County, Texas

Return to:

Carol Owen  
13205 Cypress-N. Houston

**RECORDER'S MEMORANDUM**

**At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, decolored paper, etc. All blockouts, additions and changes were present at the time instrument was filed and recorded.**

128 - 99 - 2367

Exhibit "B" Continued

184 - 09 - 0630

Page 3

Association, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office on this the 21st day of December, A. D. 1977.

---

Deborah Richard  
Notary Public in and for  
Harris County, Texas

Return to:

Carol Owen  
13205 Cypress-N. Houston

Cypress, TX 77429

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