

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

(REGARDING INCREASES IN THE ANNUAL MAINTENANCE ASSESSMENT)

This Supplemental Amendment to the Declaration Of Covenants, Conditions, and Restrictions for RAVENSWAY SECTION ONE ("Supplemental Amendment") 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 for RAVENSWAY SECTION ONE filed of record under Clerk's File No. D740712 ("Declaration") and recorded on or about November 17, 1972; and as amended under Clerk's File No. F027804 ("Amended Declaration") and recorded in 1976 in the Official Real Property Records of Harris County, Texas for that certain property known as RAVENSWAY SECTION ONE, according to the map or plat thereof also filed of record in Volume 199, Page 13 of the Map Records of Harris County, Texas; and

WHEREAS, Section 16 of the Declaration states that the Declaration an instrument signed by a majority of the then Owners of Lots (majority hereinafter referred to as "Owners") agreeing to said change in whole or in part; and

WHEREAS, Section 15 of the Amended Declaration 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 of the owner or owners of each lot within the subdivision. 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 be 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 Section 15 of the Declaration and Amended Declaration is hereby amended and replaced in its entirety to now read as follows:

(15) Maintenance Program and Fund. 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.

To secure the payment of the maintenance fund established and to be levied on individual residential lots, the Owners hereby ratify and confirm that there shall be reserved in each Deed by which the Owner (grantor herein) shall convey properties, or any part thereof, a Vendor's Lien for benefit of the Association, lien to be enforceable through appropriate proceedings at law; provided, however, that each lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owners of such to secure payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty days written notice of such first mortgage holder by prepaid U.S. Certified Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

With the exception of the above paragraph, in all other aspects, the Declaration and Amended 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:

RESTRICTIONS FOR RAVENSWAY

D740712

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF POLK:

THAT WHEREAS, SOUTHWESTERN SAVINGS ASSOCIATION is the owner of all that certain real property in Harris County, Texas, know as RAVENSWAY Section One, according to the map or plan of Ravensway filed for record in the office of the County Clerk of Harvis County, Texas, on November 6, 1972, and recorded in Volume 199, Page 13, of the Map Records of Harris County, Texas, to which plan and the record thereof reference is here made for full and particular description of said property; and

WHEREAS, Owner desires to create and carry out a uniform plan for the improvement, development and rale of all of the lots in Line Subdivision for the benefit of the present and future owners of said lots, and for the protection of property values in the Subdivision:

NOW THEREFORE, in consideration of the promises, Owner docs hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and rascals to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision including the dedicated roads, avenues, streets and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same is set out in full or by reference in any such contract or deed:

(1) Doc. None 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 detached garage for not less than two or more then-or-are. The news of any dwelling for a ...ing home, hospital, 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. No garages, outbuildings, or servants' quarters, shall be more than one story in height unless the main residence is more than one story, in which event, the garages, outbuilding, or servants' quarters may be constructed the same height as the main residence. 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.

(2) Architectural Control. To aid in the assurance that improvements to be constructed in the Subdivision add to the general quality, no residence or other structure, additions, alterations,

or improvements shall be constructed, completed, or hereafter maintained upon the premises unless the Owner shall have first approved in writing detailed architectural plans and specifications of such proposed structure, addition or alteration. Such plans must be submitted in duplicate to Owner and in addition to floor plans and elevations, the specifications shall include a plot plan showing the location on the building site with respect to the perimeter of the lot. In the event said Owner fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

(3) Structures.

- (a) No dwelling shall be erected or permitted to remain on any lot with less than 2000 square feet of living area exclusive of attached garages, carports, 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 screen porches, garages and detached servants quarters.
- (b) No 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 Owner. No carport shall be constructed on any lot unless it is attached to the main residence and is of brick, stone, or other masonry.
- (c) No roof of any building shall be eve..... and any built-up roof shall be of at least five (5) plies. No roof or any portion thereof shall extend over any racement.
- (d) A corrected sidewalk four (4') feet wide elevated one inch (1") above curb height must be constructed parallel to the curb three (3') from the curb to the property line along the entire front of all lots. In addition, on corner lots, a sidewalk of the same width shall be constructed three last forward the property line along the entire side of such lots. Plans for each residential building shall include plans and specifications for such sidewalks and the 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 except by approval of the Owner. Prior to occupancy of any dwelling located on an unwooded 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.
- (f) No dwelling should 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 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 feet (3') 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 the 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 priorities 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 Owner. 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 Owner.

- (g) No lot shall be re-subdivided without the specific approval of the Owner, 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.

(4) Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets, and fire 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 excerpts 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 Owner 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.

(5) 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.

(6) Temporary Structures. No trailer, mobile home, basement, tent, shack, garage, barn, or other not building or structure of a temporary character shall, at any time, even be attached to the property or be used as evidence 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 Owner, be maintained upon any lot or lots by any building contractor, but such temporary structure shall be removed at the completion of construction or within ten (10) days following notice from the Owner. No trucks, trailers, trailer houses, automobiles, or other vehicles 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 of 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.

(7) Oil and Mining Operations. No oil drilling development operations, oil refineries, querying, 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.

(8) 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 be 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 unsightly boats, trucks, or vehicles shall be stored (or kept for the purpose of remix) on any lots or drives. Mailbox 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 programs 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.

(9) 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 Home Association, hereinafter 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.

(10) Fences or Walls. No Fence, wall, hedge, gas motor, 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 Owner. No chain-link fence shall be permitted on any lot unless completely unclosed inside other masonry or wood fencing.

(11) 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 Owner.

(12) Traffic Hazards. No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet 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 points 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 glory pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

(13) Cutting Weeds and Grass. The owners or occupants of all lots shall at all times keep all weeds or grass thereof cut or trimmed in a reasonably cut 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 the 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 continues after ten (10) days written notice thereof, the Board of Directors of the hereinafter described Home Owner 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 a 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. 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 Owner 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 the approval of the Owner, except when necessary in connection with the landscaping of such a lot or construction being performed on such lot.

(14) Underground Electric Distribution. An underground electric distribution system will be installed in that part of Ravensway Subdivision, Section 1 designated Underground Residential Subdivision, whose underground service area shall embrace all lots in Ravensway Subdivision, Section 1. The Owner of each lot in the Underground Residential Subdivision shall, at his 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 the electric company mastering as customer's structure to the point of attachment at such 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. In addition, the owner of each lot shall, at his own cost, furnish, install, own, and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long underground service is maintained in the Underground Residential Subdivision the electric service to each lot 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.

(15) Maintenance Program and Fund. 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.

Said maintenance charge shall be payable annually in advance on the first day of January of each year, commencing as to each lot by owners, and the date of any such deed conveying any such lot shall be conclusive as to the commencement of the maintenance fund charge against the lot or lots conveyed thereby whether said deed is filed for record promptly or not, and no maintenance charge shall accrue against any lot until conveyance thereof to homeowner or occupant.

The Owner will cause to be organized, under the laws of the State of Texas, a non-profit corporation proposed to be named "Ravensway Home Association" (herein referred to as the "Home Association"), which organization shall have the duty of assessing and collecting the maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making therefor out of the said fund. In this regard, said Home Association shall have all the powers granted by the Texas Non-profit Corporation Act.

Each lot in Ravensway Subdivision is hereby subjected to an annual maintenance charge and passed amount not to exceed \$8.00 per month or \$96.00 per annual, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within Ravensway Subdivision to Ravensway Home Association as the needs of the subdivision may, in the judgment of the association, require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$8.00 per lot per month or \$96.00 per lot per year. Ravensway Home Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Ravensway Subdivision, such uses, and benefits to be provided by said association shall include, by way of a clarification and not limitation, any and all of the following: construction and maintenance of parks and park facilities; the maintenance of streets, parkways, esplanades and vacant lots; providing fire, police, and waterman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees at subdivision entrances, in esplanades and in parkways; fogging for insect control, rod the likes; payment of all legal and other expenses incurred in connection with the enforcement of all recorded changes and investments, covenants restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and investment, caring for vacant lots, and doing any other things necessary or desirable in the opinion of the Ravensway Home Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of Ravensway Home Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be reserved in each Dend by which the Owner (grantor herein) shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the above mentioned property owners association, said line to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given,

granted and created by or at the instance and request of the owners of any such lot to secure the payment of rate advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any, proceeding to enforce such lien upon any lot upon which there is an outstanding valid and understanding first mortgage line, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien-holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

The owner of any residential lot shall have the right to inspect the books and records of the Ravensway Home Association at any reasonable time.

(16) Term. These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or recover damages or other dues for such violation.

(17) Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 1 day of Novembre, 1972.

SOUTHWESTERN SAVINGS ASSOCIATION

By _____
W. A. Bancock, Vice President

ATTEST:

By _____
Secretary
THE STATE OF TEXAS

COUNTY OF TEXAS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. W. Kencock, Vice President of Southwestern Savings Association, know to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Southwestern Savings Association, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of November A. D., 1972.

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

WHEREAS, by instrument in writing dated November 6, 1972, filed for record November 17, 1972, in the Office of the County Clerk of Harris County, under County Clerk's File No. D740712, Southwestern Savings Association, the then owner of all of that certain real property in Harris County, Texas, known as RAVENSWAY, Section One, according to map or plat of RAVENSWAY of record in the Office of the County Clerk of Harris County, Texas, in Volume 199 at Page 13 of the Map Records of said County, did adopt restrictions for RAVENSWAY 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 all of the lots in said subdivision are desirous of amending said restrictions in the particulars hereinafter set out:

NOW, THEREFORE, in consideration of the premises, the undersigned, constituting all of the owners of said RAVENSWAY Section One and the lots therein, do hereby amend the aforesaid restrictive instrument as follows, to wit:

Subparagraph (c) of Paragraph (3) Structures shall be and the same is hereby amended so as hereafter to read as follows:

“(c) No roof or any portion thereof shall extend over any easement. Any built-up roof shall be of at least five (5) plies. Composition shingles shall be permitted only when the same is of "timberline quality", 340 lb., and when the same simulates the appearance of wood shingles.”

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

EXECUTED this 24 day of May, 1973.

SOUTHWESTERN SAVINGS ASSOCIATION

By _____

W. A. Hancock, Vice President

ATTEST:

Secretary

B. L. PEARSON, INC.

By _____

President

ATTEST:

Secretary

CHAPARRAL BUILDERS, INC.

By _____

President

ATTEST:

Secretary

HENSLEY AND BURTON HOMES, INC.

By _____

President

ATTEST:

Secretary

RINGER INVESTMENT CORPORATION

By _____

President

ATTEST:

Secretary

Byron P. Forney

John Belnoske

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared W. A. Hancock, Vice President of Southwestern Savings 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 expresses, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 24 day of May, 1973.

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 B. L. Pearson, President of B. L. Pearson, 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 expresses, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this ___ day of June, 1973.

.....
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 D. L. Russell, President of CHAPARRAL BUILDERS, 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 expresses, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this ___ day of June, 1973.

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 Ben Burton, President of HENSLEY AND BURTON HOMES, 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 expresses, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this ____ day of June, 1973.

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 B. R. Ringer, President of Ringer Investment 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 expresses, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this ____ day of June, 1973.

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 Byran P. Forney, 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 expresses, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this ____ day of June, 1973.

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 John Belneske, 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 expresses, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this ____ day of June, 1973.

Notary Public in and for
Harris County, Texas

RESTRICTIONS FOR RESERVES "A", "B", AND "C"
RAVENSWAY, SECTION ONE

07/07/95 100010934 R 471314 \$77.00

STATE OF TEXAS:

KNOW ALL MEN BY

COUNTY OF HARRIS:

THESE PRESENTS:

WHEREAS, by an instrument dated February 13, 1978 and filed for record February 21, 1978 in the Office of the County Clerk of Harris County, Texas under County Clerk's File No. F489260, Film Code 188-02-0168, United Savings Association of Texas, the then owner of all that certain property in Harris County, Texas, as described in the original restrictions hereinabove referred to, known as Reserves "A", "B" and "C" in RAVENSWAY, SECTION ONE, according to the map or plat thereof filed for record in the Office of the County Clerk of Harris County, Texas, in Volume 199, Page 13 of the Map Records of Harris County, Texas, did adopt restrictions for Reserves "A", "B" and "C" in RAVENSWAY, SECTION ONE ("the Original Restrictions") for the purpose of creating and carrying out a uniform plan for the improvements, development and sale of lots and Building Sites in the said reserves and for protection of the property values in RAVENSWAY, SECTION 1; and

WHEREAS, by an instrument entitled "Amendment to Restrictions for Reserves "A", "B" and "C" Ravensway, Section One," executed on the 25th day of August, 1980 and filed for record on the 9th day of October, 1980 in the Office of the County Clerk of Harris County, Texas under County Clerk's File No. G710267, Film Code 168-93-2193, the then owners of said property did amend the Original Restrictions, which amendment applied only to Paragraph (1), entitled "Use" and Subparagraphs (b), (d) and (f) of Paragraph 3, entitled "Structures", of the above-stated Restrictions; and

WHEREAS, by an instrument entitled "Second Amendment to Restrictions for Reserves "A", "B" and "C" Ravensway, Section 1, " (the Original Restrictions as amended by the first Amendment and by this Second Amendment hereinafter being referred to as "the Restrictions") executed on the 4th day of November, 1982 and filed for record on the 4th day of November, 1982 in the Office of the County Clerk of Harris County, Texas under County Clerk's File No. H685402, Film Code 029-93-2372, the then owners of said property did again amend the Restrictions, which amendment applied only to Paragraph (1), entitled "Use", Subparagraph (e) of Paragraph (3), entitled "Structures" and Subparagraph (b) of Paragraph (8), entitled "Storage, Garbage and Trash Disposal", of the above-stated Restrictions; and

WHEREAS, Paragraph (15) of the Restrictions specifically provides for amendment of the Restrictions by a majority of the then owners of the lots; and

504-46-0101

WHEREAS, the different sections, subdivisions and reserves in the Saracen Park and Ravensway subdivisions have their own separate set of deed restrictions that allow for an amendment process, thereby showing that it was not the intent of the developer to impose a continuing common plan or scheme; and

WHEREAS, the undersigned owners, being a majority of the owners of the lots in Reserves "A", "B", "C", desire to amend the Restrictions.

NOW, THEREFORE, pursuant to the power granted to a majority of the owners under the Restrictions, the owners hereby subject the property described in Exhibit "A" of the Original Restrictions to the provisions of the Restrictions and this Third Amendment, which shall apply to such property in addition to the provisions of the Restrictions. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Third Amendment and the Restrictions, all of which run with the titles to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Third Amendment shall be binding upon the Ravensway-Saracen Park Home Association in accordance with the terms of the Restrictions.

All references in the Restrictions and any amendments to "Lot" or "lot" are amended to refer to "Building Site", as defined in the first paragraph of Paragraph (14).

The first sentence of Paragraph (1), which currently reads:

None of the lots or the improvements thereon shall be used for anything other than residential purposes, including multi-family as well as single-family residences, at the option of the Owner,

is amended to read:

None of the Building Sites or the improvements thereon shall be used for anything other than multi-family residential purposes, which purposes shall consist solely of duplexes and fourplexes and shall in no case consist, by example and not by way of limitation, of high-rises or single-family housing.

Paragraph (2) "Architectural Control", which currently reads:

To aid in the assurance that all improvements to be constructed in the Reserves add to the general quality, no residence or other structure, additions, alterations or improvements shall be constructed, completed or hereafter maintained upon the premises unless the Owner shall have first approved in writing detailed architectural plans and specifications (sic) of such proposed structure, addition or alteration. Such plans must be submitted in duplicate to the Owner and in addition to floor plans and elevations the specifications shall include a plot plan showing the location on the building site with respect to (sic) the perimeter of the lot. In the event said Owner fails to approve or disapprove such design and location within (sic) 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,

is amended to read:

To aid in the assurance that all improvements to be constructed in the Reserves subject to these restrictions add to the general quality, no residence or other structure, additions, alterations or improvements shall be constructed, completed or hereafter maintained upon the premises unless the Ravensway - Saracen Park Home Association Inc., its successors or assigns, or a committee specially appointed by such association, shall have first approved in writing detailed architectural plans and specifications of such proposed structure, addition, alteration or improvement. Such plans must be submitted in duplicate to the Ravensway - Saracen Park Home Association, or a committee specially appointed by such association; in addition to floor plans and elevations, the specifications shall include a plot plan showing the location of the building with respect to the perimeter of the Building Site. In the event that the Ravensway - Saracen Park Home Association or its specially appointed committee fails 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 Paragraph will be deemed to have been fully complied with. The method of Architectural Control exercised by the Board of Directors for the Reserves "A", "B", and "C" shall be the same as is for the single-family home sections in Ravensway - Saracen Park.

Paragraph (3), Subparagraph (a), which currently requires a determination by the Owner of structural requirements and approval by the Owner of construction plans, is amended to require a determination of structural requirements and approval of construction plans by the Ravensway - Saracen Park Home Association, or a committee specially appointed by such association. It is understood that the Ravensway - Saracen Park Home Association, or the committee specially appointed by such association, shall only review compliance with the applicable restrictions, rules, regulations, and guidelines, quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation. Review and approval of any plans or requirements pursuant to this Paragraph is made on the basis of aesthetic considerations only and neither the Ravensway - Saracen Park Home Association, nor the committee specially appointed by such association, shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Ravensway - Saracen Park Home Association, the committee specially appointed by such association, nor the Board of Directors of such association shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any structure, residence, dwelling, etc,

Paragraph 3, Subparagraph (e), which currently requires specific, written approval of the Owner for subdivision or re-subdivision of any acreage, tract, or lot, is amended to require specific written approval of the Ravensway - Saracen Park Home Association or a committee specially appointed by such association.

Paragraph (3), Subparagraph (f), which currently requires determination and approval by the Owner of side building lines and written approval by the Owner for a variance on what is to be considered the front of a lot, is amended to require such determination and approval by the Ravensway - Saracen Park Home Association, or a committee appointed by such association.

Paragraph (6). "Temporary Structures", which currently requires approval by the Owner of any temporary office or work shed, is amended to require such approval by the Ravensway - Saracen Park Home Association, or a committee specially appointed by such association.

Paragraph (10), which currently requires approval by the Owner for any variance in the stated fence, wall, hedge, gas meter or other structure placement requirements, is amended to require such approval from the Ravensway - Saracen Park Home Association, or a committee specially appointed by the association.

The first subparagraph of Paragraph (14) of the Restrictions, which currently reads:

Each residential lot in the Reserves covered by these restrictions shall be subject to a maintenance charge for the purpose of establishing a subdivision maintenance fund,

is amended to read:

Each Building Site in the Reserves covered by these restrictions shall be subject to a maintenance charge equivalent to that assessed in the single-family home sections of Ravensway - Saracen Park beginning with the payment due on January 1, 1992. "Building Site" shall be defined as a parcel of property upon which a duplex or fourplex is planned or placed. Any vacant property shall also be included in the definition of "Building Site".

The maintenance charge for the Reserves "A", "B", and "C" may be increased above that of single-family home sections of Ravensway - Saracen Park by a majority vote of the Building Sites Reserves "A", "B", and "C" with one voter per Building Site being permitted and the increase in maintenance charge shall be used for items designated by the majority vote, subject to the approval of the Association.

The Owners hereby ratify and confirm that an assessment in the amount of One Thousand Twenty And No/100 Dollars (\$1,020.00) for each fourplex and Five Hundred Ten And No/100 Dollars (\$510.00) for each duplex was due as of January 1, 1991 for the calendar year 1991.

The following is added to the second paragraph of Paragraph (14):

The maintenance charge shall be delinquent if not paid in full as of January 31st of each year. Any maintenance charge not paid in full by this date shall bear interest from the due date at the lessor of 1) ten (10%) or 2) the maximum, non-usurious rate of interest. No owner may waive or otherwise escape liability for the maintenance charge provided for in the Restrictions as amended by reason of non-use abandonment.

The maintenance charge, together with late charges, attorney's fee, interest and costs, shall be a charge on and a continuing lien upon the land and will be the personal obligations of the person or entity who is the owner of the land at the time the maintenance charge became due. The personal obligations for delinquent maintenance charge, lot charges, attorney's fees, interest and costs shall not pass to successors in title unless expressly assumed by them.

The last sentence of the third paragraph of Paragraph (14), which currently reads:

In this regard, said Home Association shall have all the powers granted by the Texas Non-Profit Corporation Act.

is amended to read:

In this regard, said Home Association shall have all the powers granted by the Texas Non-Profit Corporation Act, the Ravensway Section 1 Restrictions and any amendments thereto.

The fourth sentence of the fourth paragraph of Paragraph (14), which currently reads:

Ravensway - Saracen Park Home Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Ravensway and Saracen Park Subdivisions, such uses and benefits to be provided by said association shall include, by way of clarification and not limitation, any and all of the following: construction and maintenance of parks and park facilities; the maintenance of streets, parkways, esplanades and vacant lot; providing fire, police and watchman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees at subdivision entrances, in esplanades and in parkways; fogging for insect control, and the like; payment of all legal and other expenses incurred in connection with the enforcement (sic) of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the Ravensway - Saracen Park Home Association to keep the property in the Subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of Ravensway (sic) - Saracen Park Home Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

is amended to read:

The Ravensway - Saracen Park Home Association shall provide the same level of services to the Reserves "A", "B", and "C" as provided to the single-family home sections of Ravensway - Saracen Park save and except access to the Recreational Facilities. "Recreational Facilities" shall be defined as the clubhouse, swimming pools, parks, tennis courts, basketball courts, volleyball courts and horse stables. It shall be understood the judgment of Ravensway - Saracen Park Home Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

In addition to the annual maintenance charge discussed above, the Home Association may also levy a Special Maintenance charge 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 within Reserves "A", "B", and "C" or any unusual, infrequent expense benefiting Reserves "A", "B", and "C", provided that any such special maintenance charge must have the approval of owners of a majority of Building Sites in the Reserves covered by the Restrictions. The Special Maintenance charge shall be due upon presentment of an invoice, or a copy thereof, for the same to the last known address of the owner; the Special Maintenance charge shall be enforceable in the same manner as the annual maintenance charge.

The first sentence of Paragraph (15) which currently reads:

These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

is amended to read:

These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of majority of the Building Sites within the Reserves "A", "B", and "C" of Ravensway - Saracen Park and consented to by the Board of Directors of Ravensway - Saracen Park Home Association has been recorded agreeing to change said covenants in whole or in part.

The following is inserted as Paragraph (17):

(17) Owners of property in Reserves "A", "B", and "C" shall not have any rights or privileges in or to the Recreational Facilities of the Ravensway - Saracen Park Home Association; provided, however, that Owners of property in Reserves "A", "B", and "C" may gain rights or privileges in and/or to the Recreational Facilities of the Ravensway - Saracen Park Home Association, if such Association shall so allow, upon payment of an additional fee or charge, the amount of which may be established from time to time by the Board of Directors of the Ravensway - Saracen Park Home Association.

The following is inserted as Paragraph (18):

(18) Voting rights shall be as stated in the Amended By-Laws of the Ravensway - Saracen Park Home Association with the following modification. Each owner of property in the Reserves covered by the Restrictions as amended shall be entitled to one (1) vote per Building Site owned. However, no more than one (1) vote per Building Site may be cast; therefore, if more than one person or entity owns a Building Site (such as husband and wife or tenants in common), the one (1) vote allowed per Building Site must be cast per the majority vote of all owners of that Building Site.

IN WITNESS WHEREOF, this Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One is executed as of the date indicated by each signature of the undersigned Owners of property in Reserves "A", "B", and "C" of Ravensway, Section One.

After recording return to:

Roberts, Marical & Folger, L. L. P.

Attorneys At Law

24 Greenway Plaza, Suite 2000

Houston, Texas 77046

504-46-0108

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

SANH HONG DANG

SIGNED AND SWORN TO BEFORE ME on this 12 day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

MAN THI TRAN

SIGNED AND SWORN TO BEFORE ME on this 12 day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Metes and Bounds Description

BEING a tract of land known as Tract C-1 out of Reserve "C", RAVENSWAY SECTION ONE (1), a subdivision in Harris County, Texas as recorded in Volume 199, Page 13 of the Harris County Map Records, said tract being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of said Reserve "C" located in the West right-of-way line of Ravenscross Drive, 60.00 feet wide;

THENCE S.89 deg. 48 min. 41 sec. W., along the South line of said Reserve "C", a distance of 63.00 feet to a point for corner;

THENCE N. 00 deg. 11 min. 19 sec. W. a distance of 120.00 feet to a 5/8" iron rod found for corner in the South right-of-way line of Ravensway Drive, 70.00 feet wide;

THENCE N. 89 deg. 48 min. 41 sec. E., along the South right-of-way line of Ravensway Drive, a distance of 53.00 feet to a 5/8" iron found in the North point of intersection in a cut back line in the West right-of-way line of Ravenscross Drive;

THENCE S. 45 deg. 11 min. 19 sec. E., along said cut back line, a distance of 14.14 feet to a 5/8" iron rod found in the South point of a cut back line in the West right-of-way line of Ravenscross Drive;

THENCE S. 00 deg. 11 min. 19 sec. E., along the West right-of-way line of Ravenscross Drive, a distance of 110.00 feet to the POINT OF BEGINNING and containing 7,290 square feet and/or 0.1697 acres of land.

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

ROBERT V. CRISP

SIGNED AND SWORN TO BEFORE ME on this 15 day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

SONIA M. CRISP

SIGNED AND SWORN TO BEFORE ME on this 15 day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"
Metes and Bounds Description

A 7,201 square foot tract of land located in Harris County, Texas situated in Reserve "C" of RAVENSWAY SUBDIVISION, SECTION ONE (1), as recorded in Volume 199, Page 13 of the Map Records of Harris County, Texas, said 7,201 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found in the West line of Ravencross Drive (60 foot right-of-way) for the southeast corner of said Reserve "C";

THENCE, South 89 degrees 48 minutes 41 seconds West, along the South line of said Reserve "C", a distance of 373.00 feet to a 5/8 inch iron rod found for the POINT OF BEGINNING of the herein described 7,201 square foot tract;

THENCE, South 89 degrees 48 minutes 41 seconds West, along said South line of Reserve "C", a distance of 60.01 feet to a 5/8 inch iron rod found for corner;

THENCE, North 00 degrees 11 minutes 19 seconds West, a distance of 120.00 feet to a 5/8 inch iron found for corner in the South line of Ravensway Drive (70 foot right-of-way);

THENCE, North 89 degrees 48 minutes 41 seconds East, along said South line of Ravensway Drive, a distance of 60.01 feet to a 5/8 inch iron found for corner;

THENCE, South 00 degrees 11 minutes 19 seconds East, a distance of 120.00 feet to the POINT OF BEGINNING and containing 7,201 square feet of land, more or less.

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

ROBERT E.MCCAFFREY. JR.

SIGNED AND SWORN TO BEFORE ME on this 25 day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

ROBERT E. MCCAFFREY. JR.

SIGNED AND SWORN TO BEFORE ME on this 25 day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

MADLINE FRY ANDERSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-12-97

504-46-0114

EXHIBIT "A"

Metes and Bounds Description

All that certain tract or parcel containing 0.171 acre of land known as Tract 7, out of unrestricted Reserves "A" and "B", both in Block 22 of Ravensway, Section 1, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 199, Page 13 of the Harris County Map Records, said Tract 7 being that same tract of land described as 0.1709 acre of land in a deed filed for record under Harris County Clerk's File No. N-361059 and being more particularly described by metes and bounds as follows:

COMMENCING at a $\frac{5}{8}$ " iron rod (found) marking the Southerly-Southeast corner of said Block 222, same point marking the South end of a 10 foot cut-back at the intersection of the West right-of-way line of Ravencross Drive (60.00 feet in width), with the North right-of-way line of Ravencross Drive, (60 feet in width), with the North right-of-way line of Ravensway Drive, (70 feet in width);

THENCE S. 89 degrees 48 minutes 41 seconds W, a distance of 357.57 feet, (call 357.69 feet), along the North right-of-way line of said Ravensway Drive to a $\frac{5}{8}$ " iron rod (set) marking the Southwest corner of Tract 6 in said Block 22 as described in a deed filed for record under Harris County Clerk's File Number N-361058 and the Southeast corner and POINT OF BEGINNING of the herein described Tract 7;

THENCE continuing S. 89 degrees 48 minutes 41 seconds W, a distance of 61.98 feet, (call 62.00 feet), along the North right-of-way line of said Ravensway Drive to an "x" (set) on concrete water meter box marking the Southwest corner of the herein described Tract 7 and the Southeast corner of Tract 8 as described in a deed filed for record under Harris County Clerk's File Number L-994652;

THENCE N 00 degrees 11 minutes 05 seconds West, a distance of 120.07 feet (call N 00 degrees 11 minutes 19 seconds W, 120.06 feet), along the common line of said Tract 7 and 8 to a $\frac{5}{8}$ " iron rod (found) in the North line of said Block 22 and the South line of that certain call 25 acre tract as described in a deed filed for record under Harris County Clerk's File Number B-700476, marking the Northeast corner of said Tract 8 and the Northwest corner of the herein described Tract 7;

THENCE N. 89 degrees 47 minutes 54 seconds E, a distance of 61.93 feet, (call N 89 deg 48 min 41 sec E, 62.00 feet), along the North line of said Block 22 and the South line of said 25 acre tract to a $\frac{5}{8}$ " iron rod (found) marking the Northeast corner of the herein described Tract 7 and the Northwest corner of said Tract 6;

THENCE S 00 degrees 12 minutes 28 seconds #, a distance of 120.09 feet, (call S 00 deg 11 min 19 sec E, 120.06 feet), along the common line of said Tracts 6 and 7 to the POINT OF BEGINNING and containing 0.171 acre of land.

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

KENNETH WELDON WOOD

SIGNED AND SWORN TO BEFORE ME on this 18th day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

FLOYCE D. WOOD

SIGNED AND SWORN TO BEFORE ME on this 18th day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Metes and Bounds Description

A tract of land, identified as Tract 2, out of Reserve "B" of RAVENSWAY SUBDIVISION, SECTION ONE, as recorded in Volume 199, Page 13 of the Harris County Map Records, being more particularly described as follows:

COMMENCING at the intersection of the centerlines of Huffmeister Road (60.00 feet wide) and Ravensway Drive (70.00 feet wide);

THENCE, North 89 degrees 48 minutes 41 seconds East, along the centerline of said Ravensway Drive, a distance of 492.16 feet;

THENCE, North 00 degrees 11 minutes 19 seconds West, perpendicular to said centerline of said Ravensway Drive, a distance of 35.00 feet to a $\frac{5}{8}$ " iron rod found for corner in the North line of Ravensway Drive and the South line of Reserve "B", said point also being the POINT OF BEGINNING;

THENCE, North 00 degrees 11 minutes 19 seconds West, along a line parallel with the East line of said Reserve "B", a distance of 120.06 feet to a $\frac{5}{8}$ " iron rod found for corner in the North line of Reserve "B";

THENCE, North 89 degrees 48 minutes 41 seconds East, along the North line of said Reserve "B", a distance of 49.08 feet to a $\frac{5}{8}$ " iron rod found for corner;

THENCE, South 00 degrees 11 minutes 19 seconds East, along a line parallel with the East street line of said Reserve "B", a distance of 120.00 feet to a $\frac{5}{8}$ " iron rod found for corner in the South line of Reserve "B" and the North line of Ravensway Drive;

THENCE, South 89 degrees 48 minutes 41 seconds West, along the South line of said Reserve "B", a distance of 49.08 feet to the POINT OF BEGINNING, containing 5,892 square feet or 0.13527 acres, more or less.

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

LINDA SPIRES CHANG

SIGNED AND SWORN TO BEFORE ME on this 13th day of May, 1995.

NOTARY PUBLIC, STATE OF TEXAS

GRACE MENG
MY COMMISSION EXPIRES
September 19, 1995

JOAN E. SPIRES

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1994.

NOTARY PUBLIC, STATE OF TEXAS

RICHARD A. SPIRES

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1994.

NOTARY PUBLIC, STATE OF TEXAS

SUSAN M. SPIRES JOHNSON

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1994.

NOTARY PUBLIC, STATE OF TEXAS

504-46-0118

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

LINDA SPIRES CHANG

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1994.

NOTARY PUBLIC, STATE OF TEXAS

JOAN E. SPIRES

SIGNED AND SWORN TO BEFORE ME on this 26 day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS
Expires Aug 31 1996

RICHARD A. SPIRES

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1994.

NOTARY PUBLIC, STATE OF TEXAS

SUSAN M. SPIRES JOHNSON

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1994.

NOTARY PUBLIC, STATE OF TEXAS

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

LINDA SPIRES CHANG

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1994.

NOTARY PUBLIC, STATE OF TEXAS

JOAN E. SPIRES

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1995.

NOTARY PUBLIC, STATE OF TEXAS
Expires Aug 31 1996

RICHARD A. SPIRES

SIGNED AND SWORN TO BEFORE ME on this 17th day of April, 1995.

NOTARY PUBLIC, STATE OF Virginia
Comm exp. 3-31-99

SUSAN M. SPIRES JOHNSON

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1994.

NOTARY PUBLIC, STATE OF TEXAS

504-46-0120

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

LINDA SPIRES CHANG

SIGNED AND SWORN TO BEFORE ME on this __ day of __, 1994.

NOTARY PUBLIC, STATE OF TEXAS

JOAN E. SPIRES

SIGNED AND SWORN TO BEFORE ME on this __ day of __, 1994.

NOTARY PUBLIC, STATE OF TEXAS

RICHARD A. SPIRES

SIGNED AND SWORN TO BEFORE ME on this 17th day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

SUSAN SPIRES JOHNSON

SIGNED AND SWORN TO BEFORE ME on this 19 day of April, 1995.

NOTARY PUBLIC, STATE OF KANSAS
MARILYN G. LOUK
Notary Public - State of Kansas
My Appl. Expires 9-29-97

504-46-0121

EXHIBIT "A"

Metes and Bounds Description

A Fieldnote Description of a 0.1893 acre (8,244 square feet) tract of land more or less, located in Harris County, Texas, known as Tract 8, out of Reserve "A", of RAVENSWAY, SECTION ONE (1), as recorded in Volume 199, Page 13, of the Map Records of Harris County, Texas, said 0.1893 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found on the South end of a 10 foot cut-back at the intersection of the West right-of-way line of Ravencross Drive (60 foot R.O.W. and the North right-of-way line of Ravensway Drive (70 foot R.O. W.);

THENCE South 89 deg. 48 min. 41 sec. West, along said North line of Ravensway Drive, a distance of 419.69 feet to a 5/8 inch iron rod found for the POINT OF BEGINNING of the herein described tract;

THENCE South 89 deg. 48 min. 41 sec. West, along said North line of Ravensway Drive, a distance of 68.67 feet to a 5/8 inch iron rod found for corner;

THENCE North 00 deg. 11 min. 19 sec. West, along the West line of said Reserve "A", a distance of 120.06 feet to a 5/8 inch iron rod found for corner;

THENCE North 89 deg. 48 min. 41 sec. East, along said North line of said Reserve "A", a distance of 68.67 feet to a 5/8 inch iron rod found for corner;

THENCE South 00 deg. 11 min. 19 sec. East, along the West line of Tract 7, a distance of 120.06 feet to the POINT OF BEGINNING and containing 0,1893 acres (8,244 sq.ft.) land, more or less, as shown in No. 07-09.I in the office of D.L. Smith & Associates, Inc., Houston, Texas.

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

VICTOR N. FARAH

SIGNED AND SWORN TO BEFORE ME on this 13th day of APRIL, 1995.

OFFICIAL NOTARY SEAL
DELORIS J. NUNN
Notary Public - California
ORANGE COUNTY
My Comm. Exp. AUG 18, 1995

NOTARY PUBLIC, STATE OF CALIFORNIA

EVA K. FARAH

SIGNED AND SWORN TO BEFORE ME on this 13th day of APRIL, 1995.

.....
NOTARY PUBLIC, STATE OF CALIFORNIA

.....
RICHARD A. MERONER

SIGNED AND SWORN TO BEFORE ME on this 6th day of April, 1995.

NOTARY PUBLIC, STATE OF TEXAS

CAROLE J. WELLS
Notary Public, State of Texas
My Commissions Expired
FEBRUARY 26, 1996

EXHIBIT "A"

Metes and Bounds Description

Property 1:

COMMENCING at a point for the intersection of the West line of Ravencross Drive (60 feet wide) and the Northerly cutback line of Ravensway Drive (70 feet wide);

THENCE S. 44 deg. 48 min. 41 sec. W., along said cutback line, 14.14 feet to a ½ inch iron rod found in the north line of Ravensway Drive;

THENCE S 89 deg. 48 min. 41 sec. W., along the North line of Ravensway Drive, 226.69 feet to a ¾ inch iron rod set for the point of beginning and southeast corner of the herein described tract;

THENCE N. 00 deg. 11 min. 19 sec. W., along the common line between Tracts 5 and 6, 120.06 feet to a ¾ inch iron rod set in the North line of said Reserve "B" for the Northwest corner of the herein described tract;

THENCE N. 89 deg. 48 min. 41 sec. E., along the North line of said Reserve "B", 65.50 feet to a ¾ inch iron set for the northeast corner of the herein described tract;

THENCE S. 00 deg. 11 min. 19 sec. E., along the common line between Tracts 4 and 5, 120.06 feet to the POINT OF BEGINNING and containing 7,664 square feet or 0.1805 acre.

504-46-0124

Property 2:

6747.62 square foot tract, identified as Tract 1, out of Reserve "B", of RAVENSWAY, SECTION 1, as recorded in Volume 199, Page 13, of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the centerline of Huffmeister Road, a 60 foot right-of-way and Ravensway Drive, a 70 foot right-of-way;

THENCE North 89 deg. 48 min. 41 sec. East, along said Ravensway Drive centerline a distance of 587.75 feet;

THENCE North 00 deg. 11 min. 19 sec. West, a distance of 35 feet to the point of beginning;

THENCE North 44 deg. 48 min. 41 sec. East, a distance of 14.14 feet to a point for corner;

THENCE North 00 deg. 11 min. 19 sec. West, a distance of 110.06 feet to a point for corner;

THENCE South 89 deg. 48 min. 41 sec. West, a distance of 46.61 feet to a point for corner;

THENCE South 00 deg. 11 min. 19 sec. East, a distance of 120.06 feet to a point for corner;

THENCE North 89 deg. 48 min. 41 sec. East, a distance of 46.61 feet to a point for the corner and also being the POINT OF BEGINNING.

Containing in all 0.1549 acres more or less.

504-46-0125

Property 3:

Tract C-5, being 7,440 square feet of land located in Harris County, Texas, situated in Reserve "C" of Ravensway Subdivision, Section One, as recorded in Volume 199, Page 13 of the Harris County Map Records, said 7,440 square feet tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point in the West line of Ravencross Drive (60 foot R.O.W) for the Southeast corner of said Reserve "C";

THENCE South 89 deg. 48 min. 41 sec. West, along the South line of said Reserve "C" a distance of 249.00 feet to a 5/8 inch iron rod found for the POINT OF BEGINNING of the herein described 7,440 square feet tract;

THENCE South 89 deg. 48 min. 41 sec. West, along said South line of Reserve "C", a distance of 62.00 feet to a 1/2 inch iron rod set for corner;

THENCE North 00 deg. 11 min. 19 sec. West, a distance of 120.00 feet to a 5/8 inch iron rod found for corner in the South line of Ravensway Drive (70 foot R.O.W.)

THENCE North 89 deg. 48 min. 41 sec. East, along said South line of Ravensway Drive, a distance of 62.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 deg. 11 min. 19 sec. East, a distance of 120.00 feet to the POINT OF BEGINNING and containing 7,440 square feet of land, more or less.

504-46-0126

Property 4:

A field note description of a 7,440 square foot tract of land located in Harris County, Texas, situated in Reserve "C" of Ravensway Subdivision, Section One (1) as recorded in Volume 199, Page 13 of Harris County Map Records being described as Tract C-6 and conveyed from Chaparral Development, Inc., to Equity and Property Investments Company in deed recorded under County Clerk's File No. J185744 of the Harris County Deed Records. Said 7,440 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a $\frac{5}{8}$ inch iron rod found in the West line of Ravencross Drive (60 foot R.O.W.) for the Southeast corner of said Reserve "C";

THENCE South 89 deg. 48 min. 41 sec. West, along the South line of said Reserve "C", a distance of 311.00 feet to a $\frac{5}{8}$ inch iron rod found for the POINT OF BEGINNING of the herein described 7,440 square foot tract;

THENCE South 89 deg. 48 min. 41 sec. West, along the South line of said Reserve "C", a distance of 62.00 feet to a $\frac{5}{8}$ inch iron rod found for corner in the South line of Ravensway Drive (70 foot R.O.W.);

THENCE North 00 deg. 11 min. 19 sec. West, a distance of 120.00 feet to a $\frac{5}{8}$ inch iron rod found for corner in the South line of Ravensway Drive (70 foot R.O.W.);

THENCE North 89 deg. 48 min. 41 sec. East, along said South line of Ravensway Drive, a distance of 62.00 feet to a $\frac{5}{8}$ inch iron rod found for corner;

THENCE South 00 deg. 11 min. 19 sec. East, a distance of 120.00 feet to the POINT OF BEGINNING and containing 7,440 square feet of land as shown in File No. 07-09.1 in the Office of D.L. Smith and Associates, Inc., Houston, Texas.

The undersigned, as an authorized representative of Chaparral Development, Inc., represents that Chaparral Development, Inc. owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

CHAPARRAL DEVELOPMENT, INC.:

BY: _____
CAROL OWEN, President

SIGNED AND SWORN TO BEFORE ME on this 16 day of December, 1994.

YVONNE E. COFFEY
Notary Public, State of Texas
Commission Expires 12-7-97

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Metes and Bounds Description

Tract 4

13616 Ravensway Drive

A tract of land, identified as Tract 4, out of Reserve "B", Ravensway Subdivision, Section One (1), as recorded in Volume 199, Page 13 of the Harris County Map Records, being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the centerlines of Huffmeister Road, a 60-foot right-of-way (R.O.W.) and Ravensway Drive, a 70-foot R.O.W.;

THENCE N. 89 deg. 48 min. 41 sec. E., along the centerline of said Ravensway Drive, a distance of 361.16 feet;

THENCE N. 00 deg. 11 min. 19 sec. W. perpendicular to said centerline of said Ravensway Drive, a distance of 35.00 feet to a point for corner, said point also being the POINT OF BEGINNING;

THENCE N. 00 deg. 11 min. 19 sec. W., along a line parallel with the East line of said Reserve B, a distance of 120.06 feet to a point for corner;

THENCE N. 89 deg. 48 min. 41 sec. E., along the North line of said Reserve B, a distance of 65.50 feet to a point for corner;

THENCE S. 00 deg. 11 min. 19 sec. E., along a line parallel with the East line of said Reserve B, a distance of 120.06 feet to a point for corner;

THENCE S 89 deg. 48 min. 41 sec. W, along the South line of said Reserve B, a distance of 65.50 feet to the POINT OF BEGINNING, containing 7,863 square feet or 0.18053 acres, more or less.

EXHIBIT "A"

Continued

Tract 3

13612 Ravensway Drive

A tract of land, identified as Tract 3, out of Reserve B of Ravensway Subdivision, Section One, as recorded in Volume 199, Page 13 of the Harris County Map Records, being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the centerlines of Huffmeister Road, a 60-foot right-of-way (R.O.W.) and Ravensway Drive, a 70-foot R.O.W.;

THENCE N. 89 deg. 48 min. 41 sec. E., along the centerline of said Ravensway Drive, a distance of 426.66 feet;

THENCE N. 00 deg. 11 min. 19 sec. W. perpendicular to said centerline of said Ravensway Drive, a distance of 35.00 feet to a point for corner, said point also being the POINT OF BEGINNING;

THENCE N. 00 deg. 11 min. 19 sec. W., along a line parallel with the East line of said Reserve B, a distance of 120.06 feet to a point for corner;

THENCE N. 89 deg. 48 min. 41 sec. E., along the North line of said Reserve B, a distance of 65.50 feet to a point for corner;

THENCE S. 00 deg. 11 min. 19 sec. E., along a line parallel with the East line of said Reserve B, a distance of 120.06 feet to a point for corner;

THENCE S 89 deg. 48 min. 41 sec. W, along the South line of said Reserve B, a distance of 65.50 feet to the POINT OF BEGINNING, containing 7,863 square feet or 0.18053 acres, more or less.

The undersigned owns record title to the property described on the attached Exhibit 'A' and approves the attached Third Amendment to Restrictions for Reserves "A ", "B ", and "C" Ravensway, Section One.

PETER C. STRACKE

SIGNED AND SWORN TO BEFORE ME on this 28th day of June, 1995.

NOTARY PUBLIC, STATE OF TEXAS

DAVID LEE HONE

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1995.

NOTARY PUBLIC, STATE OF TEXAS

J. MICHAEL GRANGER

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1995.

NOTARY PUBLIC, STATE OF TEXAS

PATRICIA SUSAN GRANGER

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1995.

NOTARY PUBLIC, STATE OF TEXAS

504-46-0131

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

PETER C. STRACKE

SIGNED AND SWORN TO BEFORE ME on this ____ day of ____, 1995.

NOTARY PUBLIC, STATE OF TEXAS

DAVID LEE HONE

SIGNED AND SWORN TO BEFORE ME on this 20 day of June, 1995.

NOTARY PUBLIC, STATE OF CALIFORNIA

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

J. MICHAEL GRANGER

SIGNED AND SWORN TO BEFORE ME on this ____ day of ____, 1995.

NOTARY PUBLIC, STATE OF TEXAS

PATRICIA SUSAN GRANGER

SIGNED AND SWORN TO BEFORE ME on this ____ day of ____, 1995.

NOTARY PUBLIC, STATE OF TEXAS

504-46-0132

The undersigned owns record title to the property described on the attached Exhibit "A" and approves the attached Third Amendment to Restrictions for Reserves "A", "B", and "C" Ravensway, Section One.

PETER C. STRACKE

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1995.

NOTARY PUBLIC, STATE OF TEXAS

DAVID LEE HONE

SIGNED AND SWORN TO BEFORE ME on this ___ day of ___, 1995.

NOTARY PUBLIC, STATE OF TEXAS

J. MICHAEL GRANGER

SIGNED AND SWORN TO BEFORE ME on this 17 day of June, 1995.

NOTARY PUBLIC, STATE OF SOUTH CAROLINA

PATRICIA SUSAN GRANGER

SIGNED AND SWORN TO BEFORE ME on this 19 day of June, 1995.

NOTARY PUBLIC, STATE OF SOUTH CAROLINA

504-46-0133

JOHN P. GIESELMANN

SIGNED AND SWORN TO BEFORE ME on this 2nd day of June, 1995.

NOTARY PUBLIC, STATE OF MISSOURI
Notary Public - State of Missouri
St. Louis County
My Commission Expires June 9, 1995

504-46-0134

EXHIBIT "A"

Metes and Bounds Description

A Fieldnote Description of a tract of land located in Harris County, Texas, situated in Reserve "C" of Ravensway Subdivision, Section One, as recorded in Volume 199, Page 13, of the Harris County Map Records, being described as TRACT C-3 and conveyed from Chaparral Development, Inc., to Equity and Property Investments Company in deed recorded under Film Code No. 843-95-0713 of the Harris County Deed Records, said tract of land being more particularly described by metes bounds as follows:

COMMENCING at a $\frac{5}{8}$ -inch iron rod found in the West line of Ravencross Drive (60-foot R.O.W.) for the southeast corner of said Reserve "C";

THENCE South 89 deg. 48 min. 41 sec. West, along the South line of said Reserve "C", a distance of 125.00 feet to a $\frac{5}{8}$ inch iron rod found for the POINT OF BEGINNING of the herein described 7,440 square foot tract;

THENCE South 89 deg. 48 min. 41 sec. West, along said South line of Reserve "C", a distance of 62.00 feet to a $\frac{5}{8}$ -inch iron rod found for corner;

THENCE North 00 deg. 11 min. 19 sec. West, a distance of 120.00 feet to a $\frac{5}{8}$ -inch iron rod found for corner in the South line of Ravensway Drive (70-foot R.O.W.);

THENCE North 89 deg. 48 min. 41 sec. East, along said South line of Ravensway Drive, a distance of 62.00 feet to a $\frac{5}{8}$ -inch iron rod found for corner;

THENCE South 00 deg. 11 min. 19 sec. East, a distance of 120.00 feet to the POINT OF BEGINNING.

SECOND AMENDMENT TO
RESTRICTIONS FOR RESERVES "A", "B", AND "C"
RAVENSWAY, SECTION ONE

STATE OF TEXAS: 11/04/82
COUNTY OF HARRIS: KNOW ALL MEN BY THESE PRESENTS

WHEREAS, by instrument in writing dated February 13, 1978, filed for record February 21, 1978, in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. F-489260, UNITED SAVINGS ASSOCIATION OF TEXAS, the then owner of all that certain property in Harris County Texas, as described in the original restrictions hereinabove referred to, known as Reserves "A", "B", and "C" in RAVENSWAY, SECTION ONE, according to the map or plat of RAVENSWAY, SECTION ONE, of record in the Office of the County Clerk of Harris County, Texas, in Volume 199, Page 13 of the Map Records of said County, did adopt restrictions for Reserves "A", "B", and "C" in RAVENSWAY, SECTION ONE for the purpose of creating and carrying out a uniform plan for the improvements, development and sale of the said reserves; and

WHEREAS, by instrument in writing, entitled "AMENDMENT TO RESTRICTIONS FOR RESERVES "A", "B", AND "C" RAVENSWAY, SECTION ONE, executed the 25th day of August, 1980, filed for record the 9th day of October, 1980, in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. 6-710267, the then owners of said property did amend the above stated restrictions, which amendment applied only to Paragraph (1), entitled "Use", and Subparagraphs (b), (d), and (f) of Paragraph 3, entitled "Structures", of the above-stated restrictions; and

WHEREAS, the present owners of all of the said reserves in said subdivision is desirous of further amending said restrictions in the particulars hereinafter set out:

NOW, THEREFORE, in consideration of the premises, the undersigned, constituting all of the owners of said Reserves "A", "B", and "C" in RAVENSWAY, SECTION ONE, do hereby further amend the aforesaid restrictive instrument as follows, to-wit:

Paragraph (1), entitled "Use" shall be and the same is hereby amended so as hereafter to read as follows:

"(1) Use None of the lots or the improvements thereon shall be used for anything other than residential purposes, including multi-family as well as single-family residences, at the option of the Owner. The use of any dwelling for a nursing home, hospital or any commercial or professional purpose shall be expressly prohibited. 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."

029-93-2373

SECOND AMENDMENT TO RESTRICTIONS FOR RESERVES
“A”, “B”, AND “C” RAVENSWAY, SECTION ONE

Subparagraph (e) of Paragraph (3) Structures shall be and the same is hereby amended so as hereafter to read as follows:

“(e) No acreage, tract, or lot shall be subdivided or subdivided without the specific, written approval of the Owner.”

Subparagraph (b) of Paragraph (8) Storage, Garbage and Trash Disposal shall be and the same is hereby amended so as hereafter to read as follows:

“(b) No truck, trailer, trailer house, automobile, boat, or other vehicle may be stored, parked, or kept (for purposes of repair) on any lot, drive, or in the street in front of the lot unless such vehicle is temporarily parked. No vehicle of any kind may be parked on the street overnight unless by written permission of the Owner.”

In all other respects, the restrictions for Reserves “A”, “B”, and “C” in RAVENSWAY, SECTION ONE, as set forth in the instruments above referred to shall remain in full force and effect as originally written.

EXECUTED this the 4th day of November, 1982.

OWNER:
CHAPARRAL DEVELOPMENT, INC.

ATTEST:

BY: _____
Carol Owen, President

FaNell Russell, Asst. Secretary

OWNER:

ATTEST:

BY: _____
Robert E.Coffey, Owner of
Tract B-1 of Reserve “B”

(individual)

OWNER:

ATTEST:

BY: _____
Ivonne C. Coffey, Owner of
Tracts 2-A and 2-B of
Reserve "B"

(individual)

OWNER:

ATTEST:

BY: _____
Esta M. Coffey, Owner of
Tracts 2-A and 2-B of
Reserve "B"

(individual)

LIENHOLDER:
PINEMONT BANK

ATTEST:

BY: _____
LARRY WARD, as Vice Pres.

ILA OTOM, Asst Vice Pres.

“A”, “B”, AND “C” RAVENSWAY, SECTION ONE

The State of Texas:
County of Harris:

Before me, the undersigned, a Notary Public, on this day personally appeared CAROL OWEN, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CHAPARRAL DEVELOPMENT, INC., a corporation, and that she has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal office, this 1st day of November, 1982.

(SEAL)

A. Gene Stapleton

Notary Public in and for the
State of Texas.

My commission expires Feb 26, 1985.

The State of Texas:
County of Harris:

Before me, a Notary Public, on this day personally appeared ROBERT E. COFFEY, 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.

Given under my hand and seal office, this 1st day of November, 1982.

(SEAL)

A. Gene Stapleton

Notary Public in and for the
State of Texas.

My commission expires Feb 26, 1985.

The State of Texas:
County of Harris:

Before me, a Notary Public, on this day personally appeared YVONNE C. COFFEY, 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.

Given under my hand and seal office, this 1st day of November, 1982.

(SEAL)

A. Gene Stapleton

Notary Public in and for the
State of Texas.

My commission expires Feb 26, 1985.

029-93-2375

SECOND AMENDMENT TO RESTRICTIONS FOR RESERVES

“A”, “B”, and “C” RAVENSWAY, SECTION ONE

The State of Texas:

County of Harris:

Before me, a Notary Public, on this day personally appeared ESTA M. COFFEY, 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.

Given under my hand and seal of office, this 1st day of November, 1982.

A Gene Stapleton

Notary Public in and for the
State of Texas.
My commission expires Feb. 26. 1985.

The State of Texas:

County of Harris:

Before me, the undersigned, a Notary Public, on this day personally appeared Larry Ward, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PINEMONT BANK, and that he/she executed that same as the act of PINEMONT BANK for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 4th day of November, 1982.

Notary Public in and for
State of Texas.
ANN L. GALLOWAY
My commission expires 11-2-85

PLEASE RETURN TO:
CHAPARRAL DEVELOPMENT, INC.
13205 Cypress - N. Houston Rd.
Cypress, Texas 77429

NOV 4 1982
COUNTY CLERK,
HARRIS COUNTY, TEXAS

151-20-2479

RESTRICTIONS PER RESERVE “D” AND RESERVE “E”

RAVENSWAY, SECTION ONE

E936461

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS

HARRIS COUNTY:

THAT WHEREAS, SOUTHWEST..... is the owner of all that certain real property in Harris County, Texas, known as Reserve "D" and Reserve "E", according to the map or plat of RAVENSWAY, SECTION ONE, filed for record in the office of the County Clerk of Harris County, Texas, on November 6, 1972, and recorded in Volume 199, Page 13, of the Map Records of Harris County, Texas, to which plat and record thereof reference is here made for full and particular description of said property; and

WHEREAS, Owner desires to subdivide the Reserves by metes and bounds into lots of varying size, and to create and carry out a uniform plan for the improvement, development and sale of all the acreage in said Reserves for the benefit of the present and future owners of said lots and for the protection of property value in the Subdivision:

NOW THEREFORE, in consideration of the premises, Owner does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Reserves including the dedicated roads, avenues, streets and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Reserves shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same are set out in full or by reference in any such contract or deed:

(1) Use. None 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 garage for not less than two cars or more than four cars. The use of any dwelling for a nursing home, hospital, 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. No garages, out buildings or servant quarters shall be more than one story in height unless the main residence is more than one story, in which event, the garage, out buildings or servant quarters may be constructed the same height as the main residence. 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.

(2) Architectural Control. To add in the assurance that all improvements to be constructed in the Reserves add to the general quality, no resilience or other structure, additions, alteration or improvements shall be constructed, completed or hereafter maintained upon the premises unless the Owner shall have first approved in writing detailed architectural plans and specifications of such proposed structure, addition or alteration. Such a plane must be forwarded in duplicate to the Owner and in addition to floor plans and elevations the specifications shall include a plot plan showing the location on the building site with respect to the perimeter or the lot. In the event said Owner fails 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.

(3) Structures.

- (a) Structural requirements such as design, square footage, building materials, location of structures, drives and walks shall be determined by the Owner, and no house shall be constructed on or allowed to remain on any lot unless the detailed constructions plans (including elevation, plot plan and specifications) have been officially approved by the Owner in writing.
- (b) Each residence shall have a concrete sidewalk, the specifications and location of which must be approved by the Owner. Plans for each residential structure shall include plans and specifications for such sidewalk and the same shall be constructed and completed before the main residence is occupied.
- (c) No window or wall-type air conditioners shall be permitted to be used, erected, placed, or maintained in any building in any part of the Ravensway Reserves except by the approval of the Owner.
- (d) No carport shall be constructed on any lot in the Ravensway Reserves.
- (e) No acreage, tract, or lot shall be subdivided or subdivided without the specific approval of the Owner, and only one single-family residence may be erected, placed or permitted to remain on any lot.
- (f) The front and side building lines shall be determined by and must be approved by Owner, except that no structure or any part thereof shall be located on any lot nearer than five feet (5') from the right lot line, the same being the west lot line of Reserve "D" and the east lot line of Reserve "E", this same five feet (5') being reserved for ingress and egress for the owner of the residence building on the right to enter for the purpose of maintenance and repairs to the walls, roof, foundation, etc., of the structure erected on the lot to the right of and adjoining the five foot (5') casement on each lot. No main residence building or any part thereof shall be located on any lot

nearer than sixteen feet (16') 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 Owner. Each main residence structure must face the front of the lot.

(4) Easements. Easement for the installation and maintenance of utilities, drainage facilities, roads, streets and pipeline 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 Owner when situated on the land covered by said assessment. There is also dedicated for utilities an unobstructed serial 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.

(5) Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, none 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.

(6) Temporary Structures. No trailer, mobile home, basement, tent, shack, garage, bark, or other outbuilding 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 Owner, be maintained upon any lot or lots by any builder contractor, but such temporary structure shall be removed at completion of construction or within ten (10) days following notice from the Owner.

(7) Oil and Mining Operations. No oil 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 drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

(8) Storage, Garbage and Trash Disposal

- (a) No lot shall be used as a dumping ground for garbage, trash, or rubbish. Trash, garbage, and other waste shall be kept in sanitary containers and these containers shall not be visible from the street. Any incinerator or other equipment for the storage or disposal of such material must be kept in clean, sanitary and sightly condition.
- (b) No track, trailer, travel house, automobile, boat, or other vehicle may be stored, parked or kept on any lot, drive, or in the street in front of the lot unless such vehicle is temporarily parked. No unsightly boat, truck or other vehicle shall be stored (or kept for the purpose of repair) on any lot, drive, or on the street. No vehicle of any kind shall be parked on the street overnight.
- (c) Garage doors shall be kept closed at all times except when moving a vehicle in or out.
- (d) No machinery, lawn towers, bicycles, tricycles, wagons, tools, or toys of any kind shall be left unattended in front yards, on walks, or in the street.
- (e) Mailbox locations are subject to architectural control.
- (f) 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.

(9) 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, hereinafter 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.

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

(11) Clothes Drying. The drying of clothes in general view is prohibited and the owners or occupant of any lot desiring to dry clothes outside shall construct and maintain a suitable screening enclosure for such use, subject to approval by Owner.

(12) Traffic Hazards. No fence, wall, hedge, or shrub which obstructs sight lines at an elevation between two (2) and six (6) feet 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 points 25 feet from the intersection of the street lines, or in the area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the area 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 intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

(13) Cutting weeds and Grass. The owners or occupants of all lots shall at all times keep all weeds or grass thereon cut and 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 hereinafter 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. 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 Owner 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 Owner, except when necessary in conjunction with the landscaping of such lot or construction being performed on each lot,

(14) Maintenance Program and Fund. Each residential lot in the Reserves covered by these restrictions shall be subject to a maintenance charge for the purpose of establishing a subdivision maintenance fund.

Said maintenance charge shall be payable annually in advance on the first day of January of each year, commencing as to each lot by owners, and the date of any such deed conveying any such lot shall be conclusive as to the commencement of the maintenance fund charge against the lot conveyed thereby whether said deed is filed for record promptly or not, and no maintenance charge shall accrue against any lot until conveyance thereof to homeowner or occupant.

Owner will cause to be organized under the laws of the State of Texas, a non-profit corporation proposed to be named "Ravensway-Saracen Park Home Association"(herein referred to as the "Home Association"), which organization shall have the duty of assessing and collecting the maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment thereof out of said fund. In this regard, said Home Association shall have all the powers granted by the Texas Non-profit Corporation Act.

Each lot in Reserves "D", and "E" of Ravensway Subdivision is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and agreement will be paid by the owner or owners of each lot within Ravensway and Saracen Park Subdivisions to Ravensway-Saracen Park Home Association as the needs of the subdivision may, in the judgment of that association, require, provided that such assessment will be uniform and in no event will such assessment or charge exceed the amount per lot per year that is assessed for each of the other lots in all sections of Ravensway and Saracen Park. Ravensway-Saracen Park Home Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Ravensway and Saracen Park Subdivision, such uses and benefits to be provided by said association shall include, by way of clarification and not limitation, any and all of the following: construction and maintenance of parks and park facilities; the maintenance of streets, parkways, esplanades and vacant lots; providing fire, police and watchman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees at subdividing entrances, in esplanades and in parkways; fogging for insect control, and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the Ravensway-Saracen Park Home Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of Ravensway-Saracen Park Home Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

151-20-2483

To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be reserved in each deed by which the Owner (grantor herein) shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the above mentioned property owners association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each lien shall be

specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owners of any such lot to recur the payment of money advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

The owner of any residential lot shall have the right to inspect the books and records of the Ravensway-Saracen Park Home Association at any reasonable time.

(15) Term. These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damaged or other dues for such violation.

151-20-2484

(16) Beverability. Invalidation of any one of these covenants by judgment or other sort order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 23rd day of October, 1976.

SOUTHWESTERN SAVINGS ASSOCIATION

By _____
Jen B. Childress, Vice President

Attest:

By _____
Assistant Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gem B. Childress, Vice President of Southwestern Savings Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Southwestern Savings Association, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of November A. D., 1976.

Notary Public in and for,
Harris County, Texas

Please return to:
Ravensway-Saracen Park Home Association
13205 Cypress-N. Houston Rd.
Cypress, Texas 77429

F489260

RESTRICTIONS FOR RESERVES "A", "B", AND "C"
RAVENSWAY, SECTION ONE

188-02-0168

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS

HARRIS COUNTY:

THAT WHEREAS, with the exception of the most westerly 0,1359 acres out of Reserve "A", more specifically described by metes and bounds in Exhibit "A", attached hereto and made a part hereof; and the most westerly 0.3165 acres out of Reserve "C", more specifically described by metes and bounds in "Exhibit B", attached hereto and made a part hereof, said exceptions being used as and reserved for commercial use only, UNITED SAVINGS ASSOCIATION OF TEXAS is the owner of all that certain remaining real property in Harris County, Texas known as Reserves "A", "B", and "C", according to the map or plat of RAVENSWAY, SECTION 1, filed for record in the office of the County Clerk of Harris County, Texas, on November 8, 1972, and recorded in Volume 199, Page 13, 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

WHEREAS, Owner desires to subdivide the Reserves by metes and bounds into lots of valuing size, and to create and carry out of a uniform plan for the improvement, development and sale of all the acreage in said Reserves for the benefit of the present and future owners of said lots and for the protection of property values in the Subdivision:

NOW THEREOF, in consideration of the premises, Owner does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Reserves including the dedicated roads, avenues, streets and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Reserves shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same are set out in full or by reference in any such contract or deed:

188-02-0169

(1) Use. None 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 cars. The use of any dwelling for a nursing home, hospital 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. No garages, out buildings or servant quarters shall be more than one story in height unless the main residence is more than one story, in which event, the garage, out buildings or servant quarters may be constructed the same height as the main residence. 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.

(2) Architectural Control. To aid in the assurance that all improvements to be constructed in the Reserves add to the general quality, no residence or other structure, additions, alterations or improvements shall be constructed, completed or hereafter maintained upon the premises unless the Owner shall have first approved in writing detailed architectural plans and specifications of such proposed structure, addition or alteration. Such plans must be submitted in duplicate to the Owner and in addition to floor plans and elevations, the specifications shall include a plot plan showing the location on the building site with respect to the perimeter of the lot. In the event said Owner fails 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.

(3) Structures.

- (a) Structural requirements such as design, square footage, building materials, location of structures, drives and walks 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 by the Owner in writing.
- (b) Each residence shall have a concrete sidewalk, the specifications and location of which must be approved by the Owner. Plans for each residential structure shall include plans and specifications for such sidewalks and the same shall be constructed and completed before the main residence is occupied.
- (c) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained in any building in any part of the Ravensway Reserves except by approval of the Owner.
- (d) No carport shall be constructed on any lot in the Ravensway Reserves.

188-02-0170

- (e) No acreage, tract, or lot shall be subdivided or subdivided without the specific approval of the Owner, and only one single-family residence may be erected, placed or permitted to remain on any lot.
- (f) The front and side building lines shall be determined by and must be approved by Owner, except that no structure or any part thereof shall be located on any lot nearer than five feet (5*) from the right lot line, the same

being the west lot line of Reserve "C" and the east lot line of Reserves "A" and "B" this same five feet (5*) being reserved for ingress and egress for the owner of the residence abutting on the right to enter for the purpose of maintenance and repairs to the walls, roof, foundation, etc., of the structure erected on the lot to the right of and adjoining the five foot (5*) easement on each lot. No main residence building or any part hereof shall be located on any lot nearer than sixteen feet (16*) 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 Owner. Each main residence structure must face the front of the lot.

188-02-0171

(4) Easements. 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 division 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 Owner 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.

(5) 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.

(6) 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 structure ever be moved 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 Owner, 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 Owner.

(7) 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 drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

188-02-0172

(8) Storage, Garbage and Trash Disposal.

- (a) No lot shall be used as a dumping ground for garbage, trash, or rubbish. Trash, garbage, and other waste shall be kept in sanitary containers and these containers shall not be visible from the street. Any incinerator or other equipment for the storage or disposal of such material must be kept in clean, sanitary and sightly condition.

- (b) No truck, trailer, trailer house, automobile, boat, or other vehicle may be stored, parked or kept on any lot, drive, or in the street in front of the lot unless such vehicle is temporarily parked. No unsightly boat, truck or other vehicle shall be stored (or kept for the purpose of repair) on any lot, drive, or on the street. No vehicle of any kind shall be parked on the street overnight.
- (c) Garage doors shall be kept closed at all times except when moving a vehicle in or out.
- (d) No machinery, lawn mowers, bicycles, tricycles, wagons, tools, or toys of any kind shall be left unattended in front yards, on walks, or in the street.
- (e) Mailbox locations are subject to architectural control.
- (f) 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 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.

(9) 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, hereinafter 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.

188-02-0173

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

(11) 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 Owner.

(12) Traffic Hazards. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet 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 points 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 intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

(13) Cutting weeds and grass. The owners or occupants of all lots shall at all times keep all weeds or grass thereon cut and 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 hereinafter 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. The owner or occupant agrees, by the purchase or occupation of the property, to pay for such work immediately upon receipt of any 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 Owner 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

188-02-0174

prohibited without approval of the Owner, except when necessary in conjunction with landscaping of such lot or construction being performed on such lot.

(14) Maintenance Program and Fund. Each residential lot in the Reserves covered by these restrictions shall be subject to a maintenance charge for the purpose of establishing a subdivision maintenance fund.

Said maintenance charge shall be payable annually in advance on the first day of January of each year, commencing as to each lot by owners, and the date of any such deed conveying any such lot shall be conclusive as to the commencement of the maintenance fund charge against the lot until conveyance thereof to homeowner or occupant.

Owner has caused to be organized under the laws of the State of Texas, a non-profit corporation named "Ravensway-Saracen Park Home Association" (herein referred to as the "Home Association"), which organization shall have the duty of assessing and collecting the maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said fund. In this regard, said Home Association shall have all the powers granted by the Texas Non-profit Corporation Act.

Each lot in Reserves "A", "B", and "C" of Ravensway Subdivision is hereby subjected to an annual maintenance charge and assessment for the purpose of creating fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within Ravensway and Saracen Park Subdivisions to Ravensway-Saracen Park Home Association as the needs of the subdivision may, in the judgment of that association, require, provided that such assessment will be uniform and in no event will such assessment or charge exceed the amount per lot per year that is assessed for each of the other lots in all sections of Ravensway and Saracen Park.

188-02-0175

Ravensway-Saracen Park Home Association shall use line proceeds of said maintenance fund for the use and benefit of all residents of Ravensway and Saracen Park Subdivisions, such user and benefits to be provided by said association shall include, by way of clarification and not limitation, any and all of the following: construction and maintenance of parks and park facilities; the maintenance of streets, parkways, esplanades and vacant lots; providing fire, police and watchman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees

at subdivision entrances, in esplanades and in parkways; fogging for insect control, and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the Ravensway-Saracen Park Home Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property it being understood that the judgment of Ravensway-Saracen Park Home Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described there shall be reserved in each Deed by which the Owner (grantor herein) shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the above mentioned property owners association, said lien to be enforceable through appropriate proceedings at law by such beneficiary

188-02-0176

provided, however, that each Lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said

beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

The owner of any residential lot shall have the right to inspect the books and records of the Ravensway-Saracen Park Home Association at any reasonable time.

(15) Term. These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under then for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

188-02-0177

(16) Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 13th day of February, 1978.

UNITED SAVINGS ASSOCIATION OF TEXAS

Attest:

Rebecca Neuman
Assistant Secretary

By _____
Gem. B. Childress,
Vice President

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gem B. Childress, Vice President of United Savings Association of Texas, know to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of the said United Savings Association of Texas, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, 1978

DEBORAH RICHARD
Notary Public in and for Harris County, Texas
My Commissions Expired May 27, 1979

Please return to:
Carol Owen
13205 Cypress-No. Houston Rd.
Cypress, Texas 77429

188-02-0178

September 20, 1977

DESCRIPTION OF 5880 SQUARE FEET OF LAND OUT OF RESERVE "A" OF RAVENSWAY SECTION ONE, RECORDED IN VOLUME 199, PAGE 13 OF THE HARRIS COUNTY MAP RECORDS, BEING OUT OF THE ALEXANDER BURNETT SURVEY, ABSTRACT NUMBER 109, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the intersection of the center lines of Huffmeister Road, a 60-foot right-of-way and Ravensway Drive, a 70-foot right-of-way:

THENCE N 09° 40' 41" S, 60.00 feet along said centerline of Ravensway Drive, a 70-foot right-of-way:

THENCE N 00° 07' 20" E, 35.00 feet to the POINT OF BEGINNING;

THENCE N 45° 01' 59" W, 14.10 feet to a point for corner;

THENCE N 00° 07' 20" E, 39.30 feet to an single point;

THENCE N 00° 56' 51" W, 70.76 feet to a point for corner;

THENCE N 89° 48' 41" E, 50.00 feet to a point for corner;

THENCE S 00° 11' 19" E, 120.06 feet to a point for corner, said point lying on the north right-of-way line of Ravensway Drive, a 70-foot right-of-way;

THENCE S 89° 48' 41" W, 39.33 feet along said north right-of-way line of Ravensway Drive, a 70-foot right-of-way, to a point for corner, said point being the Point of Beginning.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.1350 ACRES OF LAND, MORE OR LESS.

Bennett Couison

188-02-0179

June 26, 1973

RAVENSWAY SECTION ONE
PORTION RESERVE "C"
0.3165 ACRES

DESCRIPTION OF 0.3165 ACRES OF LAND OUT OF RESERVE "C" OF RAVENSWAY SECTION ONE, A PLAT OF WHICH IS RECORDED IN VOLUME 199, PAGE 13 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

COMMENCING at the Intersection of the most westerly south boundary of the said Ravensway Section One with the east right-of-way of Huffmeister Road, a 60.00 foot street;

THENCE N 89* 48' 41" E, 20.00 feet to the POINT OF BEGINNING and southwest corner at the herein described tract;

THENCE N 00* 07' 20" E, along the east line of a 20.00 foot widening strip for Huffmeister Road, 110.00 feet to an angle point;

THENCE N 44* 58' 00" E, 14.18 feet to a point in the southerly right-of-way of Ravensway Drive, a 60.00 foot street;

THENCE N 89* 43' 41" E, along the southerly right-of-way of the said Ravensway Drive, 105.00 feet to a point for corner;

THENCE S 00* 11' 19" E, 120.00 feet to a point for corner;

THENCE S 89* 48' 41" W, 115.65 feet to the POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.3165 ACRES, MORE OR LESS.

Bennett Couison

G710267

OCT-9-63 186022

710267

LST A IB

168-93-2193

AMENDMENT TO
RESTRICTIONS FOR RESERVES "A", "B", AND "C"
RAVENSWAY, SECTION ONE

STATE OF TEXAS:

KNOW ALL MEN THESE PRESENTS

COUNTY OF HARRIS:

WHEREAS, by instrument in writing dated February 13, 1978, filed for record February 21, 1978, in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. F-489260, UNITED SAVINGS ASSOCIATION OF TEXAS, the then owner of all of that certain property in Harris County, Texas, as described in the original restrictions hereinabove referred to, known as Reserves "A", "B", and "C" in RAVENSWAY, SECTION ONE, according to the map or plat of RAVENSWAY, SECTION ONE, of record in the Office of the County Clerk of Harris County, Texas, in Volume 199, at Page 13 of the Map Records of said County, did adopt restrictions for Reserves "A", "B", and "C" in RAVENSWAY, SECTION ONE for the purpose of creating and carrying out a uniform plan for the improvements, development and sale of the said reserves; and

WHEREAS, the present owner of all of the said reserves in said subdivision is desirous of amending said restrictions in the particulars hereinafter set out:

NOW, THEREFORE, in consideration of the premises, the undersigned, constituting all of the owners of said Reserves "A", "B", and "C" in RAVENSWAY, SECTION ONE, do hereby amend the aforesaid restrictive instrument as follows, to-wit:

Paragraph (1) Use shall be and the same is hereby amended so as hereafter to read as follows:

"(1) Use. None of the lots or the improvements thereon shall be used for anything other than multi-family residential purposes of two stories. The use of any dwelling for a nursing home, hospital or any commercial or professional purpose shall be expressly prohibited. The construction or use of a garage apartment is prohibited. No garages, out buildings or servants quarters shall be more than one story in height. 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."

CHAPARRAL DEVELOPMENT, INC.
13205 CYPRESS - N. HOUSTON RD.
CYPRESS, TEXAS 77429

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168-93-2194

Subparagraph (b) of Paragraph (3) Structures shall be and the same is hereby amended so as hereafter to be DELETED.

Subparagraph (d) of Paragraph (3) Structures shall be and the same is hereby amended so as hereafter to be DELETED.

Subparagraph (f) of Paragraph (3) Structures shall be and the same is hereby amended so as hereafter to read as follows:

“(f) The front building line shall be the building line as shown on the recorded plat. The side building lines shall be determined by and must be approved by Owner. No structure or any part thereof shall be located on any lot nearer than sixteen feet (16’) 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 Owner; and except for the corner lot in Reserve “B”, to be known as lot B-1, which shall front on the side having the longest dimension abutting a street.

In all other respects the restrictions for Reserves “A”, “B”, and “C” in RAVENSWAY, SECTION ONE, as set forth in the instrument above referred to shall remain in full force and effect as originally written.

EXECUTED this the 25th day of August, 1980.

OWNER:
CHAPARRAL DEVELOPMENT, INC.

BY: _____
Carol Owen, President

ATTEST _____
Esta Coffey, Secretary

LIENHOLDER:
PINEMONT BANK

BY: _____
L., B. Schwarzbach, Jr., Vice-Pres.

ATTEST: _____
T.LA Odom Ass.Cashier

PREVIOUS
LIVING SYSTEMS, INC.

OWNER:

BY: _____
Robert Coffey, President

ATTEST _____
Esta Coffey, Secretary

ORIGINAL OWNER:
UNITED SAVINGS ASSOCIATION OF TEXAS

BY: _____
Com B. Childress, Vice-President

ATTEST _____
James L. Pledger, Secretary

Amendments to Ravensway Reserves Restrictions Pg. 3
168-93-2195

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CAROL OWEN, President of CHAPARRAL DEVELOPMENT, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CHAPARRAL DEVELOPMENT, INC., and that she executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of August, 1980.

My commission expires
February 26, 1981.

A. Gene Stapleton, Notary Public in
and for Harris County, Texas.

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared L. B. SCHWARZBACH, JR., Vice-President of PINEMONT BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PINEMONT BANK, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of August, 1980.

My commission expires
12 - 1 - 80

KAY F. LINHART
Notary Public in and for Harris County,
Texas.

Amendments to Ravensway Reserves Restrictions Pg. 3
168-93-2195

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT COFFEY, President of LIVING SYSTEM, INC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said LIVING SYSTEM, INC., and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of August, 1980.

My commission expires
February 26, 1981.

A. Gene Stapleton, Notary Public in
and for Harris County, Texas.

My commission expires
3/31/81.

JEANETTE SANFORD
Notary Public in and for
Harris County, Texas.

Please return to:

Chaparral Development, Inc.
13205 Cypress - N. Houston Rd.
Cypress, Texas 77429

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared GEM B. CHILDRESS, Vice-President of UNITED SAVINGS ASSOCIATION OF TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LIVING SYSTEMS, INC., and that she executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of August, 1980.

My commission expires
3/31/81

JEANETTE SANFORD
Notary Public in and for
Harris County, Texas.

Please return to:
Chaparral Development, Inc.
13205 Cypress - N. Houston Rd.
Cypress, Texas 77429

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

FILED
OCT 9 1 02 PM 1980

COUNTY CLERK
HARRIS COUNTY, TEXAS

THE 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 me and was duly RECORDED, in the.....
Public Records of Road Property of Harris County, Texas