

2. The undersigned owners reserve, for the benefit of each other, the necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system, or systems, of light, electric power, telegraph, telephone line or lines, gas, sewers or other utilities needed and necessary to be installed across said lots, blocks and tracts of said Warrenton Addition as originally reserved by M. E. Settegast (herein referred to as the "Original Owner"). The easements and rights-of-way referred to in this paragraph include only those necessary for the performance of any public or quasi-public utility service or function, and are for the general benefit of the Warrenton Addition and the property owners and are reserved and created in favor of all utility companies serving the Warrenton Addition. Nothing contained in this paragraph shall prohibit the use of the easements or rights-of-way by abutting owners for the construction of fences, walks or drives, provided no permanent structures are constructed in said easements and rights-of-way and provided no damages shall accrue to the owner, the Municipality of Bunker Hill Village with jurisdiction over the Warrenton Addition, or any utility company because of the removal and non-replacement of all or any portion of such improvements for the purpose of operating utilities and such easements and rights-of-way. No utility company using the easements referred to above 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 lot owner situated on the land covered by said easements.

3. All lots in the Warrenton Addition, whether currently in existence or created in the future, shall be known and described as residential lots and shall be used only for single-family residential purposes. The term "residential purpose" shall be construed to prohibit the use of any lot or the residence thereon, for apartment houses or other type of dwelling designed for multi-family dwelling, or use for, or operation of a boarding or rooming house or residence for transients, or for the use of any permitted outbuilding as an apartment or residential living quarters. For purposes of this instrument, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one person who is not so related as a single household unit or no more than two persons who are not so related living together as a single household unit, and the household employees of either such household unit. Only one single-family residence shall be constructed on or permitted on each lot in the Warrenton Addition, as such lots are shown by the Map of the Warrenton Addition. Notwithstanding the foregoing, a single family residence may be used for a home office, the maintenance of a personal professional library, keeping of personal or professional records or accounts, or handling personal or professional business telephone calls, or for other business activity, but if, and only if, such business activity: (i) is limited to the business of the Owner or the Owner's tenant (but not both), and is secondary to use of the residence as a single family residence; (ii) is not detectable by sight, sound or smell from outside the residence, and there is no other external evidence thereof (including signs); (iii) does not involve the storage of any equipment, materials or devices which are hazardous or constitute any type of threat to health or safety or other nuisance; and (iv) complies with all applicable governmental ordinances (including zoning ordinances), and with any other governmental laws, rules, regulations and permitting or licensing requirements applicable to same.

4. No building (whether the main structure, garage or other out-buildings and additions to any of them) shall be erected, placed or altered on any lot in the Warrenton Addition until the external design and location thereof have been approved in writing by the Warrenton Neighborhood Association Standing Committee (the "Standing Committee") composed of the then serving President, Secretary and Treasurer of the Warrenton Neighborhood Association (the

"Association"), which approval shall not be unreasonably withheld. The Standing Committee may charge a review fee which may be applied for the purpose of engaging professional consultation. The standard for review shall be in keeping with the quality of materials and appearance of the existing homes. Upon submission to the Standing Committee of the above-mentioned plans of the proposed erection or alteration of improvements on any lot, such Committee shall have ten (10) days in which to approve or disapprove such external design and location, and if such Committee fails to approve in writing or disapprove in writing same within such ten (10) day period, then approval of the Standing Committee will not be required. If such Committee disapproves such external design or location, then the disapproval shall be in writing and shall be accompanied by the specific objection or objections which must be reasonable and which, if cured, will then unconditionally be promptly (within ten [10] days of Submission) approved by such Committee.

5. Each owner, whether one or more persons, of fee simple title to a lot in the Warrenton Addition, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation, shall be a member of the Association. There shall be one membership and one vote per lot. Membership in the Association shall be appurtenant to and may not be separated from ownership of a lot. Ownership of a lot shall be the sole qualification for membership. The President, Secretary or Treasurer of the Association shall be given written notice, on behalf of the Association, of the change of ownership of a lot within ten (10) days after such change. The President, Secretary and Treasurer must each be a lot owner in the Warrenton Addition and shall each be elected by the owner or owners of a majority of the lots in the Warrenton Addition, each lot entitling the owner thereof to one vote in the Association. There shall not be an office of Vice President. The total voting power shall be the sum of the votes which correspond to all of the lots in the Warrenton Addition, with all votes to be on the basis of one vote for each lot. A simple majority wins the vote. In the event that ownership interest in a lot is owned by more than one person, such persons owning a lot shall exercise their right to vote in such manner as they among themselves determine, but in no event shall more than one vote be cast for each lot, and one individual shall be designated as the voting member for each lot, and such voting member or his or her proxy shall be the individual who shall be entitled to vote at meetings of the owners and to sign consents and approvals of owners. If additional lots are created in the Warrenton Addition through subdivision of existing lots, each new lot shall entitle the owner thereof to one vote in the Association. Voting may be done through electronic methods (i.e. email), a paper ballot or written consent of the owners.

6. No fence shall be constructed on any lot in the Warrenton Addition nearer to any street than is permitted on the recorded plat for the house on the lot, and then no higher than eight feet (8') from the ground. A hedge of any type shall be held and construed hereunder to be a fence.

7. No building shall be located nearer to the front line or nearer to the side street lines than the building set-back lines shown, as same may be amended by replatting of any lot or lots in accordance with the then current zoning ordinance of Bunker Hill Village. No building shall be located nearer than ten feet (10') to any side or rear lot line, except that a dedicated private garage may be extended to within, but not less than, three feet (3') from any side line or five feet (5') from the rear line. Buildings, as herein used, shall mean main structure, but not porches, breezeways, porte-cocheres, steps or projections.

8. No duplexes shall be built on any lot in the Warrenton Addition.

9. No improvements on any lot in the Warrenton Addition shall be rented to or used by any person or persons except a single-family owner of such lot; provided that an owner or the family of such owner who has occupied the property in question for a continuous period of at least one (1) year may lease such property for single-family residential purposes only, and any lessee shall be bound by the provisions hereof whether or not the lease specifically refers hereto. The requirement for occupancy shall not be required in the event of inheritance of the property, severe illness of the lot owner, temporary job relocation of the lot owner, family separation or for consecutive leases (where the occupancy requirement was satisfied for the initial lease). This shall be determined by the Standing Committee. Following any such lease period(s), the property may be occupied only by a single-family owner of such lot.

10. Any short-term rental of any improvements on any lot is strictly prohibited. A short-term rental is any licenses, lease or grant by an owner to occupy any improvements on any lot for a period of less than six (6) months. A short-term rental shall also include any permission granted by an owner to occupy any improvements on any lot whether or not the owner actually receives payment for such use. The foregoing prohibition against short-term rentals applies to listing any improvements on any lot on short-term rental platforms or websites such as, but not limited to, Airbnb, VBRO, and HomeAway.

11. No trailer, basement, tent, shack, lean-to, garage, barn or other out-building erected on any lot in Warrenton Addition shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. Under no circumstances will house-trailers be permitted to be resided in on the property at any time. The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses, apartment houses, boarding houses, and to exclude commercial and professional use (except as otherwise herein expressly permitted), and any such usage of said lots is expressly prohibited.

12. No cattle, sheep, goats, hogs, horses, rabbits or poultry may be kept in or on any part of any lot in Warrenton Addition, nor shall any animal be staked out or grazed upon any vacant lot in Warrenton Addition.

13. No garbage, trash, ashes or other refuse may be thrown, dumped or burned on any vacant lot in the Warrenton Addition; nor shall same or any container therefor be placed or left in the street line or public view, except as same may be maintained in a neat, sanitary manner in the rear of the residence or out-building, unless the municipality of Bunker Hill Village requires otherwise.

14. No yard toilet, privy or cesspool shall be erected or maintained on any lot in Warrenton Addition, except during construction of a new residence. No garbage, trash or other refuse shall be burned in Warrenton Addition. No building material of any kind or character shall be placed in the streets or between streets and property line. Any building materials to be used in the construction of buildings in the Warrenton Addition shall be placed within the property lines of the premises upon delivery.

15. No nuisance or advertising signs, billboard or other advertising device shall be built on or suffer to remain upon any of the premises in Warrenton Addition, unless the consent of the Standing Committee is first obtained. This paragraph shall not be construed to exclude "For Sale"

signs, and this paragraph shall not be deemed to exclude standard builders' signs during any period of construction.

16. No vehicle shall be allowed to remain parked on any street for a continuous forty-eight (48) hour period. During events held at a home all such vehicle must park on the same side of the street as where the residence is located and the number of such vehicles shall be no more than permitted by City of Bunker Hill ordinances. No parked vehicles are allowed to block the driveway access for neighboring residences.

17. The houses or residences on Lots 1 to 6, both inclusive, in Block A, Lots 6 to 10, both inclusive, in Block B, and all Lots in Block C shall face Warrenton Drive, and all other lots in Warrenton Addition shall face Kilts Drive or an extension thereof and shall not be nearer than twenty-five feet (25') to the front property line on said drives.

18. No noxious or offensive trade or activity shall be carried on upon any lot in said Warrenton Addition, nor shall any activity be done thereon which may be or become an annoyance or nuisance to the neighborhood.

19. The Association is authorized to charge for a re-sale certificate, transfer fee or administrative fee in reasonable amount determine by the Treasurer. In order to keep Warrenton Addition in a neat and clean condition free from high grass, weeds and debris, and to keep the gutters and street crossings and drains in a condition so that same will efficiently carry off all surface drainage, a maintenance fee or assessment against each lot in the Warrenton Addition may be levied by the Association in such amount as such Association shall determine from time to time, and such levy shall be and become a lien against each of said lots in Warrenton Addition. This maintenance fee shall be paid to the Association for each lot by the owner of each lot. The amount of the assessment shall be reasonable and shall be determined by the Association by majority vote. The maintenance fee shall also be the personal obligation of the owner of the lot at the time the maintenance fee falls due. Any maintenance fee that is not paid by January 30 of each calendar year shall be assessed a reasonable late fee, as determined by the Treasurer. The maintenance fee shall accrue interest at the maximum rate allowed by law from January 30 each calendar year until paid. The lien for the levy provided for in this paragraph shall be subordinate to all liens of ad valorem taxes and the lien of any bona fide first mortgage, first deed of trust or equivalent security interest from time to time covering the lot. Sale or transfer of any lot subject hereto shall not affect the lien created hereby; however, the sale or transfer of any property pursuant to foreclosure of a first lien mortgage or any proceeding or conveyance in lieu thereof shall extinguish the lien of such maintenance fee or assessment as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any maintenance fee or assessment thereafter becoming due or from the lien thereof. In the event that it becomes necessary to engage the services of an attorney to collect the maintenance fee from an owner, the fee for the attorney shall be added to and become part of the maintenance fee.

20. From time to time, a simple majority of the owners of Warrenton Addition may vote (by email) to approve a special assessment for purposes that will benefit the Warrenton Addition. Any approved special assessment will be considered the same as a maintenance fee in the foregoing paragraph and the same means and methods for collection of the maintenance fee shall apply to the approved special assessment.

21. Any action which may be taken by vote of owners of lots may be taken without a meeting, without prior notice and without a vote in person, if a consent or consents in writing, setting forth the action so taken, shall be signed by the owners of lots having not less than the minimum number of votes which would be necessary to take such action at a meeting at which the owners of all lots were present and voted.

22. The provisions hereof shall supersede the provisions of the Previous Restrictions. Any provisions, portions or paragraphs contained in such Previous Restrictions and not specifically stated herein shall be deemed null and void and not applicable to the Warrenton Addition or any part thereof.

23. The above Restrictions, Covenants and Conditions have been prescribed after careful study and are for the protection of all owners of property in Warrenton Addition. Compliance will be conducive to the permanent beauty of Warrenton Addition. The paragraphs hereof may be terminated, all or singular, at any time by affirmative vote of the owner or owners of a majority of the lots in the Warrenton Addition. No termination shall be effective until properly recorded in the Official Public Records of Real Property of Harris County, Texas.

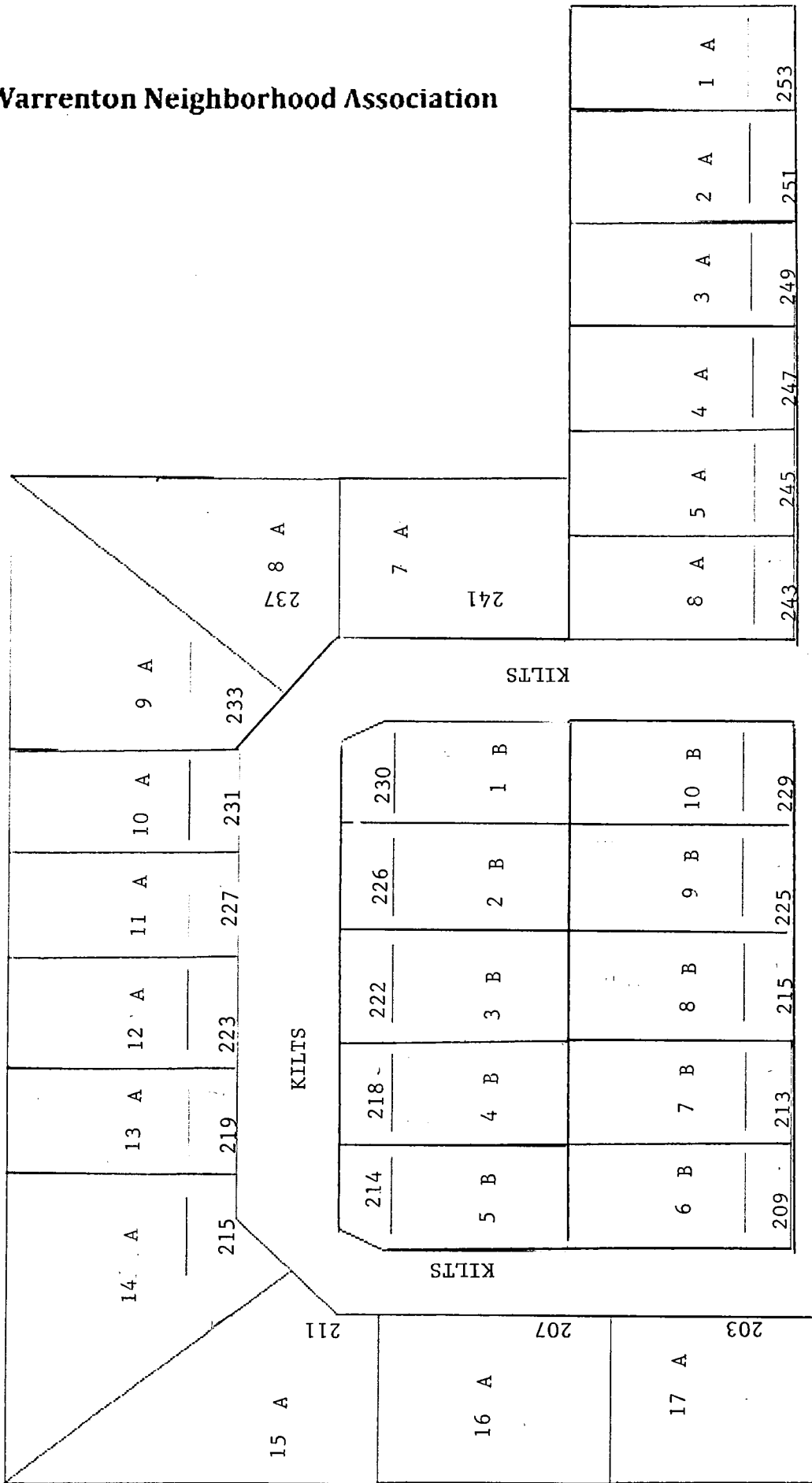
24. All Bunker Hill ordinances and laws supersede this document.

25. No financial audit required; however, the Treasure shall provide end of year accounting to each homeowner.

EXECUTED to be effective the 1st day of June, 2020.

SIGNATURES FOLLOW ON SUBSEQUENT PAGES

Warrenton Neighborhood Association



WARRENTON DR.

202	210	214	218	222	226	230	232	234	238	242	246	250	252
14 C	13 C	12 C	11 C	10 C	9 C	8 C	7 C	6 C	5 C	4 C	3 C	2 C	1 C

RP-2020-428682
Pages 52
09/14/2020 07:50 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$218.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-428682