

9359472

924-01-0806

REAL PROPERTY RECORDS

**AMENDMENT TO RESTRICTIONS, RESERVATIONS &
AGREEMENT ESTABLISHING MAINTENANCE CHARGE
FOR GLENWOOD ESTATES SUBDIVISION FILED IN/UNDER COUNTY
CLERK'S FILE NO. 9338874**

**THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §**

The undersigned, **STUART & HILL, INC.**, a Texas Corporation, hereinafter called Dedicator, being the majority owner of all of the tracts of land in **GLENWOOD ESTATES**, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet "D", Page 9A, of the Deed Records of Montgomery County, Texas, does hereby place and impose upon such tracts the following reservations, maintenance charges and restrictions.

RESERVATIONS

In authenticating the subdivision map, there shall be and are hereby reserved by Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof;

1.

GRANTOR reserves the necessary utility easements and rights-of-way, as shown on the aforesaid map of **GLENWOOD ESTATES** Subdivision, recorded in Cabinet D, Page 9A of the Official Real Property Plat Records in the office of the County Clerk of Montgomery County, Texas. Map Records to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Montgomery County, Texas, as well as for the benefit of GRANTOR and the property owners in the subdivision to allow for the construction, maintenance and operation of a system of electric lights and power, telephone lines, gas, water, sewers, fences, streets, walks, gates or any other utility or service which GRANTOR may find necessary for the purpose of proper service of lots in said Subdivision.

2.

Neither GRANTOR nor any utility company using the above mentioned easements shall be liable for any damage on by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers, or other property of the owner situated on the land covered by said easements.

3.

It shall be and is expressly agreed and understood that the title conveyed by GRANTOR to any lot or parcel of land in the **GLENWOOD ESTATES** Subdivision, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the fences, entrance markers, walks, water, gas, sewer, electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereon constructed by GRANTOR or public easements, premises or any part thereof to serve said property or any other portions of **GLENWOOD ESTATES** Subdivision and the right to maintain, repair, sell or lease such utilities and appurtenances to any public service corporation or to any party is hereby expressly reserved for purposes of providing public services.

924-01-0807
GLENWOOD ESTATES PROPERTY OWNERS ASSOCIATION

GLENWOOD ESTATES Property Owners Association is hereby created consisting of three (3) members to be selected by the majority of lot owners in GLENWOOD ESTATES Subdivision.

The Committee shall function as GLENWOOD ESTATES representatives of all of the property owners in GLENWOOD ESTATES Subdivision to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of said Committee, and shall be authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
2. Enforce, by appropriate proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.

MAINTENANCE CHARGE

Each lot is subject to a monthly maintenance charge for the purpose of creating a fund to be known as the "MAINTENANCE FUND", to be paid by owners of each and all the lots in said subdivision monthly, in advance. Said fund shall be used to do anything necessary or desirable, which in the opinion of the committee will keep the property neat and presentable, or for any other purposes which the committee considers will benefit the owners of property in GLENWOOD ESTATES Subdivision. The Maintenance Fee is \$10 per month. It may be raised according to the consumer price index or by a majority vote of the property owners.

Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Dedicator to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby grants the Association a power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified, return receipt requested, property addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such

924-01-0808

foreclosure, each Occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

RESTRICTIONS

1. The covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten years; provided that at the time for any renewal a majority of the then owners of such tracts may amend, change or remove these restrictions by filing for record with the county clerk of Montgomery County, Texas an instrument or instruments evidencing such action. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Dedicator to enter and abate such violations without liability; and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law at equity against any person violating or attempting to violate such restrictions and either to prevent them from continuing such violation, or to cause such violation to be removed, or to recover damages.
2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien, acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to these restrictions.
3. If any one of these restrictions shall be held to be invalid or for any reason is not enforced, none of the others shall be affected or impaired thereby but shall remain in full force and effect.
4. Only one residence, constructed as herein described, shall occupy a tract of land unless approved in writing by Dedicator.
5. No residential building may be moved onto any tract on the property unless approved in writing by Dedicator. All structures will be built of new material unless approved in writing by Dedicator. A written notice to be accompanied with house plans must be delivered to Dedicator 30 days prior to the start of the construction and must be approved by Dedicator in writing. No residential structure shall be built on any tract unless its living area has a minimum of 1300 square feet of floor area, excluding open or screened in porches, carports and garages.
6. Either frame or brick construction is permitted and all residences shall be placed or built upon beams or upon a concrete slab or concrete blocks.
7. No buildings shall be erected, placed, altered, or permitted to remain on any tract other than a single family residence and attached or separate garage or barn or stable, unless approved in writing by Dedicator.
8. Any house or structure must be completed according to approved plans and specifications within nine (9) months after the beginning of construction, or within such additional time as may be approved in writing by Dedicator; and no partially completed house or other structure shall be permitted to remain on said property beyond such period of time.
9. No building or residence shall be located closer than fifty (25) feet to the front and rear property line or twenty-five (15) feet to the side property line of any lot or tract. For the purpose of this covenant, eaves, and open porches shall be considered as a part of a building. No improvements shall be erected or constructed within twenty-five (25) feet of side property lines adjacent to streets except for fences. All fences shall be set back not less than ten (10) feet from all property lines which are adjacent to a public road or public

924-01-0809

street. Every dwelling erected on any tract shall front on and present a good frontage appearance to the street. On the corner tracts, every dwelling must present a good frontage to both streets.

10. All areas for parking shall be of concrete, asphalt, or gravel construction. Driveways may be of limestone or equivalent material. Any exception to this must be approved in writing by Dedicator.

11. The owner of a tract may occupy a mobile home with written permission obtained from Dedicator prior to the placement of the mobile home on said tract with the following restrictions:

- a. Mobile home placement shall be not less than one hundred (100) feet from all property lines which are adjacent to a road or street and must have written approval of Dedicator prior to placement on property;
- b. At least thirty (30) feet of trees and underbrush shall be left across the front of each Lot and at least twenty (20) feet of trees and underbrush shall be left along all other boundary lines to create a natural barrier which conceals the mobile home from view;
- c. All mobile homes shall contain at least 1,000 square feet of living area, and shall not be older than five (5) years old, unless approved by Dedicator;
- d. All mobile homes shall be of good repair and attractive design and appearance, and built by a commercial manufacturer. No mobile homes may be constructed or added to on the premises without the written consent of Dedicator;
- e. All mobile homes shall meet the building, electrical, wiring, health and safety requirements of the National Mobile Home Manufacturers Association;
- f. Prior to occupancy, mobile homes must be properly blocked with cement blocks of solid construction and anchored;
- g. All porches and steps must be approved by Dedicator;
- h. Unless authorized in writing by Dedicator, only one mobile home shall be placed or maintained on any single tract; however, nothing herein shall prohibit double wides, expando mobile homes designed for connection on location, or additional rooms;
- i. All mobile homes shall be underskirted with acceptable materials and properly anchored, both box and frame, within 90 days after occupancy;
- j. All out-buildings must be approved by Dedicator;
- k. Runners must be provided for the mobile home wheels, and be constructed of concrete; and,
- l. No fence shall be constructed nearer than ten (10) feet to any property line which is adjacent to a public road or public street.

12. All utilities, water lines, and drainage facilities supplying or serving a tract shall be located within the streets or easements as reserved, dedicated, or conveyed. The conveyance of any lot or tract shall not include title to the utilities located within any utility easements upon said lot or tract. No utility easement shall be used for any purpose which would interfere with the utilities located or to be located within said utility easement.

13. No tract shall be used or maintained as a dumping ground or rubbish or any other material. Trash, garbage or other waste shall not be kept except in sanitary containers. The owners or occupants of any tract shall at all times keep all weeds and grass thereon cut in a sanitary and attractive manner, and shall in no event use any tract for storage of material, trucks, trailers or equipment except for normal residential requirements, nor have any vehicles located or stored thereon that do not have current legal licenses and current inspection stickers, or permit the accumulation of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the owner or occupants of any tract in observing the above requirements, or any of them, Dedicator may, without liability to the owner or occupant, trespass or otherwise enter upon said tract, cut or cause to be removed such weeds and grass, and remove or cause to be removed such garbage, trash, rubbish, material, trucks, trailers, or equipment, so as to place said tract in a neat, attractive, and sanitary condition, and may bill either the owner or occupant, as the case may be, for the

924-01-0810

cost of such work. The owner or occupant agrees to pay such statement immediately upon receipt thereof.

14. There shall be no radio or TV tower, or any other kind of outdoor tower or antenna more than twenty (20) feet higher than the normal roof apex of the residence on such tract.

15. Bridges or culverts constructed over property line ditches shall be constructed of concrete pipe or steel of a size and quality not less than the Montgomery County requirement or such larger dimension as may be required to provide adequate drainage.

16. No building or structure shall be occupied or used until the exterior thereof is completely finished. No basement, tent, shack, garage, barn or other out-building erected on any of said tracts shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

17. No outside privies or toilets shall be permitted on any tract. All toilets shall be inside the houses and shall be connected to a sewage disposal system or a septic tank prior to occupancy, all at the expense of the owner of the tract. All septic tanks shall have field lines and shall be constructed and maintained in accordance with the requirements of the Health Department of all governmental agencies having jurisdiction over this land.

18. No noxious or offensive, unlawful or immoral activity shall be carried on upon any tract, nor shall anything be done thereon which shall or may become an annoyance or nuisance to the neighborhood.

19. No goats, hogs, guineas, peacocks, or other animals or fowl which may become a nuisance to the neighborhood will be allowed, unless approved in writing by Dedicator.

20. Poultry may be kept, not to exceed twenty (20) fowl; horses and cattle may be kept, but limited to one (1) per one (1) acre. Household pets may be kept, but no more than five (5) each of dogs and cats may be kept at any residence, except with written permission of Dedicator.

21. No advertising or sign shall be erected on any tract without written approval of Dedicator other than name and street number sign, and individual "For Sale" signs.

22. No removal of trees and no excavation of materials for other than landscaping or construction of buildings or driveways will be permitted without the prior written permission of Dedicator.


23. No further subdivision of any tract in the subdivision may be made without the prior written permission of Dedicator.

24. Dedicator shall be entitled to assign any and/or all rights authorities of Dedicator hereunder to any third parties or entities.

25. RAY M. SCHNEIDER, PRESIDENT of STUART & HILL INC. joins in the execution of this instrument in his capacity as PRESIDENT of the corporation.

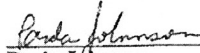
EXECUTED in the State of Texas, this 28th day of
October, 1993.

BY:


Ray M. Schneider

President, Stuart & Hill Inc.

ATTEST:

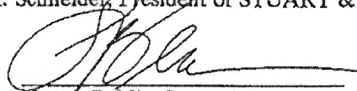

Paula Johnson

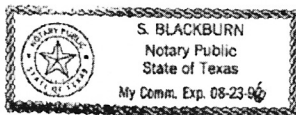
THE STATE OF TEXAS
COUNTY OF HARRIS

924-01-0811

§
§
§

This instrument was acknowledged before me on the 28th
day of October, 1993, by Ray M. Schneider, President of STUART & HILL INC.


Notary Public, State of Texas



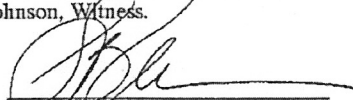
My commission expires: 08/23/96

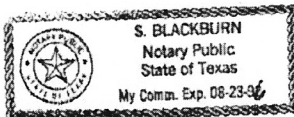
Printed name of Notary Public:
S. Blackburn

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 28th
day of October, 1993, by Paula Johnson, Witness.


Notary Public, State of Texas



My commission expires: 08/23/96

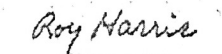
Printed name of Notary Public:
S. Blackburn

After recording please return to:

Ray M. Schneider
STUART & HILL, INC.
P.O. Box 13172
Houston, Texas 77042

FILED FOR RECORD

93 NOV -4 PM 1:25


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF MONTGOMERY }
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stamped herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

NOV - 4 1993




COUNTY CLERK
MONTGOMERY COUNTY, TEXAS