

Section 2

DEC-28-70 572127 D 237387 1ST A PB 1150

D237387

D181853

DEED RECORDS

VOL 8148 PAGE 485

THE STATE OF TEXAS
COUNTY OF HARRIS

SEP-17-70

516380 D

181854 - A PB

1150

DEED RECORDS

VOL 8255 PAGE 344

120-32-1062

WHEREAS, First General Realty Corporation, Trustee, a Texas corpora-

tion, is the owner of the following described property, joined herein by
South Main Bank, a Texas banking corporation lienholder of the following
described property situated in Harris County, Texas, to-wit:

All of the lots in North Forest Section Two (2), a subdivision
in Harris County, Texas, according to the Map or Plat thereof
recorded at Volume 157, Page 129, in the Map Records of Harris
County.

WHEREAS, it is the desire of said owners to establish a uniform plan
for the development, improvement and sale of said property, and to insure
the preservation of such uniform plan for the benefit of both the present
and future owners of lots in said subdivision.

NOW, THEREFORE, the above mentioned owners and lienholders of all of
the above described property do hereby adopt, establish and impose the fol-
lowing reservations, restrictions, covenants and conditions upon said prop-
erty, which shall constitute covenants running with the title of the land
and shall inure to the benefit of said parties, their respective successors
and assigns, and to each and every purchaser of lands in said addition and
their assigns, and any one of said beneficiaries shall have the right to
enforce the restrictions using whatever legal method is deemed advisable.

Restrictions, Covenants and Conditions

1. Land Use and Building Type. All lots shall be known and described
as lots for residential purposes only (hereinafter sometimes referred to as
"residential lots"), and no structure shall be erected, altered, placed, or
permitted to remain on any residential lot other than one single-family
dwelling not to exceed two (2) stories in height and a detached or an attached
garage for not less than 2 or more than 4 cars. As used herein, the term
"residential purposes" shall be construed to prohibit the use of said property
for duplex houses, garage apartments or apartment houses; and no lot shall be
used for business or professional purposes of any kind, nor for any commercial
or manufacturing purpose. No building of any kind or character shall ever
be moved onto any lot within said subdivision, it being the intention that
only new construction shall be placed and erected thereon.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

JAN 18 2005

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien

CUC T. LIEN

Deputy

123-35-1248

FILE
F.H.M.
M

2. Architectural Control. No building shall be erected, placed or altered on any

lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee composed of Glenn W. Loggins, Larry D. Johnson, and R. H. Basden, or a representative designated in writing by them, as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set back lines as shown on the recorded plat, except decorative or protective fencing for community improvement as approved by the Architectural Control Committee. In the event said committee or a representative designated in writing by them, 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. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1-1/2), or a two story (2) dwelling be less than 1,200 square feet.

4. Type of Construction, Materials and Landscape.

- (a) No residence shall have less than 50% or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.
- (b) No roof of any material except wood shingles shall be constructed in North Forest, Section Two (2) without the written consent of the Architectural Control Committee.
- (c) A concrete sidewalk 4 feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and

-2-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 18 2005**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien

CUC T. LIEN

Deputy

Section 2

DEC-28-70 572427 D 237387 LST A PB 1150

D237387

D181853

DEED RECORDS

VOL 8148 PAGE 485

THE STATE OF TEXAS

SEP-17-70

516380 D

181859 - A PB

1150

COUNTY OF HARRIS

DEED RECORDS

VOL 8255 PAGE 344

120-32-1062

WHEREAS, First General Realty Corporation, Trustee, a Texas corpora-

tion, is the owner of the following described property, joined herein by South Main Bank, a Texas banking corporation lienholder of the following described property situated in Harris County, Texas, to-wit:

All of the lots in North Forest Section Two (2), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded at Volume 157, Page 129, in the Map Records of Harris County.

WHEREAS, it is the desire of said owners to establish a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision.

NOW, THEREFORE, the above mentioned owners and lienholders of all of the above described property do hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon said property, which shall constitute covenants running with the title of the land and shall inure to the benefit of said parties, their respective successors and assigns, and to each and every purchaser of lands in said addition and their assigns, and any one of said beneficiaries shall have the right to enforce the restrictions using whatever legal method is deemed advisable.

Restrictions, Covenants and Conditions

1. Land Use and Building Type. All lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than 2 or more than 4 cars. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JAN 18 2005

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien

CUC T. LIEN

Deputy

123-35-1248

File
F.H.D.
W

1150
V

1150
V

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee composed of Glenn W. Loggins, Larry D. Johnson, and R. H. Basden, or a representative designated in writing by them, as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set back lines as shown on the recorded plat, except decorative or protective fencing for community improvement as approved by the Architectural Control Committee. In the event said committee or a representative designated in writing by them, 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. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1-1/2), or a two story (2) dwelling be less than 1,200 square feet.

4. Type of Construction, Materials and Landscape.

- (a) No residence shall have less than 50% or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.
- (b) No roof of any material except wood shingles shall be constructed in North Forest, Section Two (2) without the written consent of the Architectural Control Committee.
- (c) A concrete sidewalk 4 feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and

-2-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 18 2005**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien

CUC T LIEN

Deputy

same shall be constructed and completed before the main residence is occupied.

- (d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of North Forest Section Two (2).
- (e) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- (f) No landscaping shall be done in the front of any dwelling in North Forest, Section Two (2) until the landscape layout and plans have first been approved by the Architectural Control Committee, such landscaping is to be planted in the parkway area and on the front of the lot at the time the dwelling is being completed and before occupancy.

5. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line, provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard dimensions on any lot, (except in the case of a garage or other permitted accessory building set back 65 feet as above provided) be less than fifteen percent (15%) of the width of the lot measured (to the nearest foot) along the front set back line shown on the recorded plat. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 purposes 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.

-3-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. LIEN

CUC T. LIEN

Deputy

Each main residence building will face the front of the lot, and each garage will face the front of the lot on which it is situated and will be provided with the driveway access from the front of the lot only.

120-32-1065

6. Minimum Lot Area. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 6,600 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision does not reduce the building site below the minimum lot area aforesaid of all building plot affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

7. Easements. Easement for the installation and maintenance of utilities, drainage facilities, road and streets 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 situated on the land covered by said easements.

8. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

9. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently. No truck, trailer, automobile or other vehicle shall be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, 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.

10. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to

123-35-1251

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Cec T Lien

CUG T. LIEN

Deputy

advertise the property during the construction and sales period. The right is reserved by Johnson-Loggins, Inc., and First General Realty Corporation, Trustee, and/or any builder who purchases lots from Johnson-Loggins, Inc., and First General Realty Corporation, Trustee or their successors and assigns to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision.

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

12. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. 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 the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

13. An underground electric distribution system will be installed in all of North Forest, Section Two (2). 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's metering on 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

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JAN 18 2005

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. Lien

CUC T. LIEN

Deputy

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 then 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 as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt three wire, 60 cycle, alternating current.

14. North Forest Community Improvement Association.

(1) Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any property which is subject or which will be subject upon the completion of improvement thereon, to maintenance charge assessment by the association, including contract sellers, shall be a member of the North Forest Community Improvement Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the association. Ownership of such property shall be the sole qualification for membership.

(2) Voting Rights. The association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Paragraph 14 with the exception of the developer and builder/owner. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Number (1). When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

-6-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien

CUC T. LIEN

Deputy

Class B. The Class B member(s) shall be the developer and builder/owner. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Number (1); provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1980.

(3) Board of Trustees. The association shall act through a five (5) member Board of Trustees elected annually in the month of January, beginning in January, 1972. The initial Board of Trustees, which shall serve through January 31, 1973, shall be composed of Larry D. Johnson, Glenn W. Loggins, Ralph E. Reamer, R. H. Baaden, and J. M. Tipps. Any vacancy on the Board of Trustees from whatever cause may be filled by the remaining member or members.

(4) Bylaws. The association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

(5) Nonprofit Corporation. A nonprofit corporation may be organized to assume and perform the duties and functions of the association. Upon the organization of such corporation, and the approval of the Articles of Incorporation and Bylaws therefor by the Federal Housing Administration or the Veterans Administration, all duties, obligations, benefits, liens, and rights hereunder in favor of the association shall vest in said corporation.

(6) Inspection of Records. The members of the association shall have the right to inspect the books and records of the association at reasonable times during the normal business hours.

Maintenance Charge

1. Each residential lot is hereby subjected to an annual maintenance charge and assessment not to exceed \$5.00 per month or \$60.00 per annum for the purpose of creating a fund to be designated and known as the "maintenance fund," which maintenance

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien

CUC T. LIEN

Deputy

Charge and assessment will be paid by the owner or owners of each lot to the association in advance annual installments, commencing January 1, 1971; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding, be chargeable and payable by the owner or owners of any lot at one-half (1/2) the assessed rate until the first day of the calendar year following the completion and occupancy of a permanent structure thereon. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the association as the needs of the properties may in the judgment of the association require, provided that such assessment will be uniform as between residential lots. The association shall use the proceeds of said maintenance fund for the use and benefit of all owners of lots in North Forest Section Two as well as the owners of any and all additional properties which are now or in the future entitled to the benefit of this maintenance fund. Any additional properties must be impressed with and subjected to an annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the association. It is specifically provided that the owners of lots in North Forest Section No. 1 covered by and described in the Restrictions therefor recorded in Volume 7096, Page 499, shall become members of the association and such properties shall become entitled to the benefit of the maintenance fund, upon the designation of the association as the representative of the North Forest Committee, established by virtue of said restrictions for North Forest Section No. 1, to carry out the functions of said Committee pursuant to Section 1 of Article E of said Restrictions for North Forest Section No. 1, and the pooling and merger of the maintenance charges on said lots in North Forest Section No. 1 with the funds of the association pursuant to Section 5 of Article F of said restrictions for North Forest Section No. 1. Such uses and benefits to be provided by the association may include, by way of clarification and not limitation, any and all of the following: constructing and maintaining parks, parkways, rights-of-way, easements, esplanades, street lights, and other public areas and/or facilities, collecting and disposing of garbage, ashes, rubbish, 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 entitled to the benefit of the maintenance fund, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the association to keep the property entitled to the benefit of the maintenance fund neat and in good order or which is considered of general benefit to the owners or occupants of such property, it being understood that the judgment of the association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

120-32-1069/

123-35-1255

-8-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 18 2005**
 BEVERLY B. KAUFMAN, County Clerk
 Harris County, Texas

CUC T Lien
 CUC T. LIEN

Deputy

2. To secure the payment of the maintenance fund established hereby and to be levied on each individual lot above-described, there shall be reserved in each deed by which the developer and builder shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the owner 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, such 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.

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

General Provisions

1. 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. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the association or for any person or persons owning any portion of the properties to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants.

-9-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 18 2005**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. LIEN

CUC T. LIEN

Deputy

2. 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.

3. FHA/VA Approval. As long as there are Class B memberships in the association, the written approval of the Federal Housing Administration or the Veterans Administration shall be required prior to the amendment of these covenants, conditions, and restrictions or the annexation of additional properties to be subject to the terms hereof.

IN TESTIMONY OF WHICH, the undersigned have executed or caused these presents to be executed by and through its duly authorized officers, this 16th day of SEPTEMBER, 1970, A. D.

FIRST GENERAL REALTY CORPORATION,
TRUSTEE

By: RH Barden
President

SOUTH MAIN BANK

By: [Signature]
President

Attest:
[Signature]
Secretary

[Signature]
Treasurer

[Signature]
CASHIER

123-32-1071

123-35-1257

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALED AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien

CUC T. LIEN

Deputy

DEED RECORDS
VOL 8255 PAGE 354

DEED RECORDS
VOL 8148 PAGE 495

THE STATE OF TEXAS S
COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this day personally appeared R.H. Basden,
President of FIRST GENERAL REALTY CORPORATION, TRUSTEE, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 16th day of September, 1970.

Ruth Simpson
Notary Public in and for
Harris County, Texas



121-32-1072

123-35-1258

THE STATE OF TEXAS S
COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this day personally appeared J. D. McElwain,
President of SOUTH MAIN BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 17th day of September, 1970.

Ruth Kinsler
Notary Public in and for
Harris County, Texas

RUTH KINSER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1972



RETURN TO
DON DEON
JOHNSON COBBINS CO
1740 CHAMBER OF COMMERCE BLDG
HO 4, 77002

-11-

SEP 17 PM 2 32

RECORDED
HARRIS COUNTY, TEXAS

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. LIEN Deputy
CUC T. LIEN

DEED RECORDS
VOL 8255 PAGE 350

DEED RECORDS
VOL 8148 PAGE 496

120-32-1073

123-35-1259

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

SEP 17 1970



R. E. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS

This instrument has been recorded more
than one time.

R. E. Turrentine, Jr.,
County Clerk, Harris County

R. E. Turrentine, Jr.

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

DEC 28 1970



R. E. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS

1970 DEC 29 AM 10 55

R. E. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien

CUC T. LIEN

Deputy