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AMENDED RESTRICTIONS OF OLD BRIDGE LAKE, SECTION ONE  
FORMERLY HEATHERLOCH, SECTION ONE

STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

WHEREAS, the undersigned, being the legal title holders and lien holders of that certain tract of land containing 19.2865 acres of land, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes and particulars, said 19.2865 acre tract of land having been platted into an unrecorded subdivision heretofore known as "HEATHERLOCH, SECTION ONE", now to be known as "OLD BRIDGE LAKE, SECTION ONE", and desiring to amend the restrictions heretofore filed under County Clerk's File No. E072634, and desiring to establish a uniform plan for development, improvement and sale of said land, do hereby amend said restrictions by deleting the restrictions filed for record under County Clerk's File No. E072634, reference to which is here made for all purposes and particulars, and do hereby establish, adopt, and promulgate the hereinafter set out conditions, covenants and restrictions which shall be applicable to said OLD BRIDGE LAKE, SECTION ONE, being the land set out on Exhibit "A"; and

WHEREAS, it is deemed to be in the best interest of the owners of said land and of the persons who may purchase land described on Exhibit "A" attached hereto that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, the owners of said land, joined herein by and through the lienholders, do hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants from the land which shall be taken and deemed as covenants to run with the land and shall be binding on said owners, together with all parties and persons claiming under them until December 31, 2011, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each,

unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change such covenants, conditions and restrictions in whole or in part.

If any of the undersigned owners, or any of their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the above referred to 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 violations.

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

Such conditions, covenants and restrictions are as follows:

1. No lot shall be used except for single family residential purposes. The term "single family" residential purposes as used herein shall be held and construed to exclude hospitals, clinics, duplex houses for two families, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses of said property, and such uses are hereby expressly prohibited. No structure shall be erected, altered, placed or permitted to remain on any lot with a living area less than 1,600 square feet for a one-story house and 1,800 square feet for a two-story house, unless otherwise approved by the Architectural Control Committee. No structure shall be erected that is more than two (2) stories unless approved by the Architectural Control Committee; but the four lots set out on Exhibit "B" attached hereto and made a part hereof for all purposes and particulars shall not have structures erected on them that is more than one story unless approved by the Architectural Control Committee. No temporary general structure of any description shall be placed on this property.
2. Not more than one residence shall be placed on each lot, nor more than one family shall reside in each residence.

3. No building or construction of any type shall be erected, placed or altered on any building lot in this subdivision until two sets of the building plans, specifications and plot plan showing the locations of such buildings has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by a committee composed of S. E. McCrory, JR., VERNON HALLBECK, MILO P. WEEREN, BASIL HENNEY and ALBERT E. COVENEY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any members of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee and of its designated representative, shall cease after five (5) years from this date. Thereafter, the approval described in this covenant shall be vested in the HEATHERLOCH COMMUNITY SERVICE CORPORATION, hereinafter described, which shall thereafter exercise the same powers previously exercised by said committee.
4. (a) Each house shall be constructed with a carport or garage for two cars.
- (b) Every residence shall have no less than fifty-one percent (51%) masonry construction on its first level, the masonry shall be of matched 3 x 9 King Brick, Light Tan. A sample is available at the office of the Architectural Control Committee. The blend may be altered but no less than ten percent (10%) of any of the individual colors may be used.

General Siding Colors - Siding shall be stained or painted in one of the following colors:

1. Dark Brown - Cupinol - Chestnut Brown #75
2. Medium Brown - Cupinol - Nutmeg Brown #65
3. Light Brown - Cupinol - Dune Beige #80
4. Glen Green - Cupinol - #50

(c) Location on Property:

- (1) Street Building Line - Building lines shall be ten feet from all street property lines except patio screen walls can be five feet from one street property line unless otherwise approved by the Architectural Control Committee, but not wider than 16 feet with the returns to building perpendicular to front property line. Maximum height of patio screen walls are 8'-0".
- (2) Rear Property Line Setback - Minimum setback from rear property line shall be five feet except as allowed for zero setback provided in the zero setback restriction.
- (3) Side Property Line
- (i) Zero setback line - a residence may be set on the property line within the building area of any lot line designated as the zero property line as prescribed by the Architectural Control Committee. A minimum of ten feet of the house or carport must be built on the zero property line. The portion of the zero property line within the building area that is not built upon must have a solid fence not to exceed an 8'-0" height but not less than 6'-0" high. No windows, doors or other openings may be placed in the wall parallel to the zero property line unless the wall is a minimum of five feet from said zero property line except that walls on the zero property line or within five feet of the zero property line may have openings if backing onto a green belt reserve or easement.
- (ii) Other side property set back lines - the minimum set back from the side property line other than the zero property line or the street property line shall be five feet for a maximum of 15 feet of the length of the residence parallel to the side property line. The remainder of the building shall be a minimum of 15 feet from the side property line except for a garage or carport which can be 5 feet from the side property line unless otherwise approved by the Architectural Control Committee.
- (d) Access to the Property at Zero Property Line from Adjoining Property: a three-foot building easement is provided along the adjoining property of a zero property line to be used only by the zero property owner for the construction or repair of his exterior side wall or fence. The zero property line owner must replace any fencing, landscaping or other items of the adjoining property that he may disturb during this construction or repair. This easement, when used, must be left clean and neat and any items removed must be replaced. The zero property line property owner must notify the adjacent property owner of his intent to

do any construction or maintenance at least 15 days before work is started in order that the adjacent property owner may at his option remove any of his landscaping and other properties.

(e)Roof Drainage on Zero Property Line: Roofs on the zero property line shall be built in a manner not to drain onto the adjacent property. An eave overhanging the zero property line cannot exceed 12" past the zero property line.

5. No tent, shack, garage, barn or other outbuilding shall be at any time used as a residence.
6. No hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street curb lines and a line connecting them at points 25 feet from the intersection of the street curbs, or in a case of a rounded property corner, from the intersection of the street curb lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street curb line with the edge of a driveway or alley pavement.
7. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereof which may be or become any annoyance to the neighborhood.
8. No swimming pools shall be constructed unless they are within the confines of the home; save and except the pool constructed by the Community Improvement Association near the Club House.
9. The raising or keeping of hogs, poultry, fowls or of other livestock, on any part of the subdivision is strictly prohibited. Not more than two small dogs, or two domestic house cats, or one dog and one domestic house cat may be kept on each lot; provided, however, that said dog or cat is not kept, bred, or maintained for any commercial purpose. Any such dog must be kept

inside the house or on a leash.

10. No fences shall be allowed unless the height and material thereof has been approved by the Architectural Control Committee. Fences shall only be allowed around patios.
11. No spiritous, vinous or malt liquors, or medicated bitters capable of producing intoxication shall be sold or offered for sale on any residential site in OLD BRIDGE LAKE, SECTION ONE. No premises or any part thereof shall be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas or the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.
12. No sign or signs of any kind shall be displayed on any residential lot to the public view except one sign not more than five square feet advertising the property for sale or rent, or signs used by OLD BRIDGE LAKE, SECTION ONE, or builders in OLD BRIDGE LAKE, SECTION ONE, to advertise the property during the construction or sales period.
13. No repairing of motor vehicles shall be permitted on such lots. No for sale signs may be placed upon any motor vehicles located on such lot or parked on the street in front of such lot. No motor vehicle shall be left abandoned or otherwise unattended in a specific location on any street within the subdivision for more than five days. No motor vehicle which is not in operating condition or not bearing current license plates shall be placed or permitted to remain on the street or on any portion of the lot. No construction machinery, dump trucks, tractors, mowers, blades, etc. may be parked on any lot, except those used during the development of the subdivision, and construction of residences.

14. No lot shall be used or maintained as a dumping ground for rubbish.
15. Trash, garbage, or other wastes shall not be kept except in sanitary containers of a type and size approved by the Architectural Control Committee. All boxes must be flattened and newspapers secured so as to allow easy handling.
16. No boat, boat trailer, travel trailer, or other similar property shall be allowed to remain on any lot.
17. No hanging of clothes to dry on any residential lot will be permitted.
18. No residences shall be constructed except one-story residences, story and one-half residences, or two-story residences, all of which must be approved by the Architectural Control Committee.
19. No freezers, refrigerators, washers, dryers, or other household appliances will be permitted on patios, carports, or on any portion of the lot, except inside of the residence or inside an approved storage building.
20. No person may cover the windows of their residence with metal foil or other objectionable material.
21. No residence may have window air conditioning units.
22. No private water well or septic tank will be permitted on any residential lot.
23. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the unrecorded plat of OLD BRIDGE LAKE, SECTION ONE. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance

- of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
24. None of said lots shall be re-subdivided in any fashion without the approval of the Architectural Control Committee, except that any person owning two or more adjoining lots may combine said lots into one lot for building purposes.
  25. No oil, gas or water drilling or development operations of refining, quarrying, or mining operations of any kind shall be permitted upon or on any lot. No derrick or other structure designed for use in exploring for or producing any minerals shall be erected, maintained or permitted upon any lot.
  26. The use of guns, air rifles, B.B. guns, bow and arrow, or other dangerous device is prohibited.
  27. All TV antennas must be located within the residence and must be approved by the Architectural Control Committee. Antennas for short-wave radio, citizens band radio, etc. are specifically prohibited.
  28. Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of OLD BRIDGE LAKE, SECTION ONE.
  29. Motorbikes or motorcycles shall be prohibited.
  30. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being performed on such lot. No trees shall be cut on any lot except in connection with construction of improvements, or to remove dead or unsightly trees.



31. All residences and other buildings must be kept in a good state of repair. Any new roofs and/or other major repairs shall be approved by the Architectural Control Committee.
32. All lots or parcels, including landscaping and improvements thereon, shall be maintained and kept clean at all times in a manner so as to meet the approval of the HEATHERLOCH COMMUNITY SERVICE CORPORATION in its sole discretion. In the event any lot or parcel, including landscaping or improvements thereon, is not maintained and kept clean in such a manner, HEATHERLOCH COMMUNITY SERVICE CORPORATION shall have the right, either itself or through any other persons, to furnish the labor and/or materials necessary to bring said lot or parcel, including improvements and/or landscaping thereon, up to a standard which meets the approval of the HEATHERLOCH COMMUNITY SERVICE CORPORATION, in its sole discretion, and to maintain them according to such a standard. In such event, the owner of any such lot shall pay to the Company an amount equal to all direct and indirect costs and expenses incurred by HEATHERLOCH COMMUNITY SERVICE CORPORATION in furnishing such labor and/or materials or having the same furnished; the amount that the owner of any such lots is obligated to pay hereunder shall constitute a lien on such lot or parcel, and shall be payable within ten days after the charge is made. HEATHERLOCH COMMUNITY SERVICE CORPORATION shall be entitled (but not limited) to enforce its rights hereunder by following the procedure provided for the enforcement of mechanic's and materialman's liens in the State of Texas. This covenant shall constitute a request by each lot or parcel owner under the conditions stated herein for HEATHERLOCH COMMUNITY SERVICE CORPORATION to furnish any labor and/or materials which are furnished hereunder. Any claim against HEATHERLOCH COMMUNITY SERVICE CORPORATION shall not constitute a defense

nor offset in any action by HEATHERLOCH COMMUNITY SERVICE CORPORATION for non-payment of any amounts which may be assessed hereunder. Any such lien which HEATHERLOCH COMMUNITY SERVICE CORPORATION may obtain shall be secondary and subordinate to any prior valid first lien mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lot or parcel.

33. The owners, hereinafter set out, have caused to be organized under the laws of the State of Texas, a non-profit corporation (hereinafter sometimes referred to as the HEATHERLOCH COMMUNITY SERVICE CORPORATION) which has the specific purpose of enforcing, collecting and receipting for the service charge hereinafter imposed upon the above described lots and for the future purpose of managing, controlling and expending the funds derived therefrom; and the membership in said corporation shall be restricted to the record owners of lots in the aforesaid subdivision, including all future sections thereof which are encumbered with an equivalent service charge as herein provided for the section of such subdivision covered by these presents; provided, however, that each future section of OLD BRIDGE LAKE, SECTION ONE to be entitled to the benefits of this service charge fund, must be impressed with and subject to the annual service charge and assessment on a uniform, per lot basis, equivalent to the service charge and assessment imposed hereby, and further made subject to the jurisdiction of the Community Service Corporation. Those entitled to membership shall include the present owners, and their successors and assigns, including all home builders and investors who may be record owners of lots in said subdivision, each such person or entity owning one or more lots therein being entitled to membership in the corporation, subject to the by-laws and the rules and regulations

pertaining to membership, which are legally established from time to time, and each member shall be entitled to one vote per lot owned (whether vacant or improved) on any matter submitted to a vote at any meeting of the membership of the corporation; such vote may be exercised by any one or two or more tenants in common, but split or fractional votes by tenants in common are specifically prohibited.

34. As each residential lot in OLD BRIDGE LAKE, SECTION ONE, is conveyed to a subsequent purchaser, it shall be subjected to the following service charges: (1) Five Dollars per month while unimproved; (2) Twenty-five Dollars per month when the improvements thereon are substantially completed but not occupied; and (3) Fifty Dollars per month after the building is occupied.

Such service charge hereby created is referred to herein as the "Community Service Charge". It is specifically understood and agreed that this service charge may be increased or decreased by an affirmative vote of a majority of the members.

The community service charge will be paid by the owner or owners of each lot hereinabove described, annually in advance, upon the 15th day of January of each year. The service charge shall originate on November 1, 1973 and the service charges due and payable on lots conveyed by LOMA LAGO, INC. to third parties prior to that time shall be paid on or before November 15, 1973. The amount of the community service charge will be determined and established from year to year by the members of the community service corporation at either the annual membership meeting or at any special meeting of the membership called for that purpose and conducted between the first day of January and the 31st day of March annually, and the community

service charge so levied shall be paid to the above mentioned Community Service Corporation and used by it for the use and benefit of the lots above described, and the owners thereof, as well as the lots and owners in all subsequent sections of OLD BRIDGE LAKE, SECTION ONE in which the residential lots are assessed and the lot owners have paid or will pay an annual community service charge equivalent to the community service charge imposed hereby upon the lots hereinabove described, and which shall be subject to the jurisdiction of the Community Service Corporation above mentioned, as provided herein, such uses and benefits to include, by way of clarification but not limitation, the maintenance of streets, parks, parkways, esplanades and vacant lots; fogging for insect control; caring for and watering transplanted shrubbery and trees at entrances in esplanades and upon vacant lots; for providing, maintaining and operating recreational facilities; for providing and maintaining an electronic controlled gate; for providing water and sanitary sewer service to each residence; for maintaining grass, shrubbery, flower beds and trees at each residence; for providing garbage collection and disposal at each residence; for providing all insurance and taxes required on recreational facilities; for enforcement of these restrictions, and for providing and doing all other things necessary or desirable, in the opinion of the Community Service Corporation, towards the maintenance and/or improvement of the subdivision and which is considered for the benefit of the owners and residents of the subdivision; the foregoing uses and purposes being permissive and not mandatory and the decisions of the Community Service


Corporation being final so long as made in good faith, and in accordance with the laws and the by-laws governing the corporation, such annual community service charge to continue for such period as these restrictions are in effect.

35. To secure the payment of the Community Service Charge established hereby and to be levied on the individual residential lots above described, the undersigned shall convey such properties, or any part thereof, expressly subject to these restrictions, and when a conveyance is so made, shall automatically be construed to retain a vendor's lien for the benefit of the above mentioned Community Service Corporation to secure the payment of the Community Service Charge aforesaid, said lien to be enforceable through appropriate proceedings at law by said beneficiary; provided, however, that each such lien shall be specifically subordinate, secondary and inferior to all liens, present and future, given, granted and created by or at the instance and 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 mortgage lien, regardless of the form, order or standing thereof, said beneficiary shall give the holder of such lien or liens six days written notice of such proposed action, such notice shall be sent by prepaid U. S. Registered or Certified Mail, return receipt requested, and shall contain a statement of the delinquent Community Service Charges upon which the proposed action is based. Upon the request of any such mortgage lienholder, said beneficiary shall acknowledge

in writing its obligation to give the foregoing notice with respect to the particular property covered by such mortgage lien, to the holder thereof.

- 36. The owner of any lot in OLD BRIDGE LAKE, SECTION ONE, shall have the right to inspect the books of record of HEATHERLOCH COMMUNITY SERVICE CORPORATION at any reasonable time.
- 37. Conveyance of all lots in OLD BRIDGE LAKE, SECTION ONE, shall be made subject to each and every, all and singular, the valid and existing mineral and/or royalty reservations, rights-of-way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether so expressly stated or not, contained in a deed or deeds conveying said lots.

EXECUTED this 15th day of August, 1975.

ATTEST:  
  
[Signature]  
 Secretary

HEIGHTS SAVINGS ASSOCIATION  
 BY [Signature]  
 Vice President

ATTEST:  
[Signature]  
 Secretary

HEATHERLOCH COMMUNITY SERVICE CORPORATION  
 BY [Signature]  
 President

RECORDERS MEMORANDUM:  
 The additions on this instrument were present at the time instrument was filed and recorded.

HEATHERLOCH MUNICIPAL UTILITY DISTRICT  
 BY [Signature]

[Signature]  
 CHARLES L. LASWELL

[Signature]  
 RICHARD PAUL BABINEAUX

[Signature]  
 VIOLA G. BABINEAUX