

AMENDMENT
TO
RESIDENTIAL DEED RESTRICTIONS

ASHFORD FOREST LAKE SECTION

0000 F.F.L.M.D.,
Vol 75:11 p. 328

0873975

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THE STATE OF TEXAS:
COUNTY OF HARRIS:

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WHEREAS, heretofore on the 22nd day of November, 1968, FIRST GENERAL REALTY CORPORATION, a Texas corporation (said company together with its successors, assigns and designees) as Owner and FIRST MORTGAGE COMPANY OF TEXAS, INC., a Texas corporation, as Lienholder, of that certain 31.1215 acre tract of land out of the W. Hardin Survey, Abstract 24, Harris County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as "Ashford Forest Lake Section", according to the Plat filed for record in the office of the County Clerk of Harris County, Texas, in Volume 154 at Page 39 of the Map Records, placed certain residential deed restrictions on said property, which said restrictions are recorded in Volume 7420 Page 205 of the Harris County Deed Records. and

WHEREAS, said residential deed restrictions refer to the following easements in paragraph six (6) thereof:

"6. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no building or improvements shall be erected, planted or placed on, or in such a manner as to interfere with the use of, any of said easements. Neither First Nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to buildings or improvements, including specifically shrubbery, trees, flowers, or improvements erected, planted or placed in violation of this Paragraph 6.

Underground electric service shall be available to Lots One (1) through Thirty-One (31), inclusive, of Block Two (2). The owner of each lot 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 of such cable (such point of attachment to be designed by the electric company) to electric company's installed transformers or energized secondary junction boxes. The electric company furnishing service shall make the necessary electrical 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 the electric company furnishing service to each residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current."

WHEREAS, it is the desire of the undersigned to amend said paragraph six (6) to include the following lots and blocks:

Lot Fifteen (15) in Block One (1) and Lots Thirty Eight (38), Thirty Nine (39), Forty (40), Forty One (41), Forty Two (42) and Forty Three (43) in Block Two (2).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that FIRST GENERAL REALTY CORPORATION, a Texas corporation, as Owner, and FIRST MORTGAGE COMPANY OF TEXAS, INC., a Texas corporation, as Lienholder, for and in consideration of the sum of \$10.00 and other good and valuable consideration do hereby amend paragraph six (6) of restrictions recorded in Volume 7420 Page 205 of the Deed Records of Harris County, Texas, to read as follows:

"6. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no

-1-

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the file number stamped thereon. I hereby certify on

JUN 24 1977



R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Billy J. Turrentine
Deputy

Building or improvements shall be erected, planted or placed on, or in such a manner as to interfere with the use of, any of said encumbrances. Neither First nor any utility company using the encumbrances shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to buildings or improvements, including specifically shrubbery, trees, flowers, or improvements erected, planted or placed in violation of this Paragraph 6.

Underground electric service shall be available to Lot Fifteen (15) in Block One (1), Lots One (1) through Thirty One (31), both inclusive, in Block Two (2) and Lots Thirty Eight (38) through Forty Three (43), both inclusive, in Block Two (2). The owner of each lot 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 of such cable (such point of attachment to be designed by the electric company) to electric company's installed transformers or energized secondary junction boxes. The electric company furnishing service shall make the necessary electrical 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 the electric company furnishing service to the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current."

DATED this the 4th day of March, 1969.

OWNER

FIRST GENERAL REALTY CORPORATION

By R.H. Bader
Vice President

ATTEST:
[Signature]
Assistant Secretary

LIENHOLDER

FIRST MORTGAGE COMPANY OF TEXAS, INC.

By [Signature]
Vice President

ATTEST:
[Signature]
Assistant Secretary

-2-

THE STATE OF TEXAS)
COUNTY OF HARRIS)

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JUN 24 1977

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]
Deputy

102-39-2268

102-39-2268

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AMENDMENT TO RESIDENTIAL DEED RESTRICTIONS

ASHFORD FOREST LAKE SECTION

DEED RECORDS VOL 7621 PAGE 20

550

THE STATE OF TEXAS: COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS:

105-31-2384

WHEREAS, on the 22nd day of November, 1968, FIRST GENERAL REALTY CORPORATION, a Texas corporation (said company together with its successors, assigns and designees hereinafter called "First") as Owner, and FIRST MORTGAGE COMPANY OF TEXAS, INC., a Texas corporation, as lienholder, placed of record certain restrictions covering a certain 31.1215 acre tract of land out of the W., Hardin Survey, Abstract 24, Harris County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as "Ashford Forest Lake Section", according to the Plat filed for record in the office of the County Clerk of Harris County, Texas, in Volume 154 at Page 39 of the Map Records; said restrictions having been recorded in Volume 7420 Page 205 of the Deed Records of Harris County, Texas;

WHEREAS, paragraph three (3) of said restrictions is in error and it is the desire of the parties hereto to correct said paragraph.

NOW, THEREFORE, for and in consideration of the sum of \$1.00 and other good and valuable considerations, the undersigned hereby amend paragraph three (3) of restrictions recorded in Volume 7420 Page 205 of the Harris County Deed Records to read as follows:

"3. The living area of the main residential structure, exclusive of open porches, garages, servants' quarters and incidental structures, shall be not less than 2,000 square feet for a one-story dwelling, nor less than 1,600 square feet on the first floor of a one and one-half story dwelling, nor less than 1,400 square feet on the first floor of a two-story dwelling. However, the total living area of the main residential structure shall be not less than 2,000 square feet for any style of architecture. The exterior of the main residential structure shall be not less than 51% masonry. First reserves the right to grant a variance to this masonry requirement, if, in its opinion, appropriate exterior materials will be used in such a fashion that the total design of a residential structure will fit in a harmonious manner among the existing houses."

EXECUTED this the 7th day of May, 1969.

ATTEST: [Notary Seal]

P. B. Shematt, Secretary

FIRST GENERAL REALTY CORPORATION

By: R. A. Barden, Vice President

(7) 4N

FIRST MORTGAGE COMPANY OF TEXAS, INC.

ATTEST: [Notary Seal] Alpha M. Edmondson, Secretary

By: Hattie Moore, Vice President

ATTEST: [Notary Seal] Mattie Hanson, Cashier

By: [Signature], Vice President

LONG POINT NATIONAL BANK OF HOUSTON

THE STATE OF TEXAS) COUNTY OF HARRIS) I hereby certify that the above and foregoing is a full true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon, and as the same is recorded in the Recorder's records in my office under the file number stamped thereon. I hereby certify on

JUN 24 1977

R. E. TURRENTINE, JR. COUNTY CLERK HARRIS COUNTY, TEXAS



[Signature] Deputy

ASHFORD FOREST LAKE SECTION

DEED RECORDS
VOL 7420 P 215

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Patton

039-36-1051

THE STATE OF TEXAS)
) I KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF HARRIS) I

FIRST GENERAL PEALTY CORPORATION, a Texas corporation (said company together with its successors, assigns and assigns hereinafter called "First"), being owner, and FIRST MORTGAGE COMPANY OF TEXAS, INC. a Texas Corporation, being lienholder, of that certain 31.1215 acre tract of land out of the W. Hardin Survey, Abstract 24, Harris County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as "Ashford Forest Lake Section", according to the Plat filed for record in the Office of the Clerk of Harris County in Volume 154 at page 39 of the Map Records, does hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said Ashford Forest Lake Section, for the benefit of the present and future owners of said lots, Ashford Community Association, Inc. and Ashford Lake Maintenance Association, Inc., both being Texas non-profit corporations.

9/27

1. No building shall be erected, altered or permitted to remain on any lot other than one detached single-family residential dwelling not to exceed three (3) stories in height, a private garage for not more than four (4) cars, and a bona fide servants' quarters, and other incidental and necessary structures as may be approved pursuant to the terms hereof; provided, however, that no garage or incidental structure shall exceed the main residential structure in height or number of stories.
2. No building or improvements of any character, including specifically any and all fences, walls, bulkheads, piers, trees, shrubs, and bushes, shall be erected, planted or placed, or the erection, planting or placing of same begun, or changes made in the design thereof after approval or original construction, on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved by First as to compliance with these restrictions, as to quality of materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation. In the event First fails to approve or disapprove within thirty (30) days after receipt of the required documents, approval will not be required and the related covenants set out herein

THE STATE OF TEXAS)
COUNTY OF HARRIS)
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JUN 24 1977

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Betty Blaney
Deputy

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VOL 7420 PAGE 206

099-36-1052

shall be deemed to have been fully satisfied.

3. The living area of the main residential structure, exclusive of open porch, garage and servants' quarters, and incidental structures, shall be not less than 2,000 square feet for a one-story dwelling, nor less than 1,600 square feet on the ground floor for a structure in excess of one (1) story. The exterior material of the main residential structure shall be not less than fifty-one per cent (51%) masonry.
4. No building shall be located on any lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Subject to the provisions of Paragraph 5, no building shall be located nearer than five feet (5') to an interior lot line, except that a garage or other permitted accessory building located seventy-five feet (75') or more from the front lot line may be a minimum distance of three feet (3') from an interior lot line. For the purpose of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot. No garage constructed on any lot closer than sixty feet (60') to the front property line of such lot shall be constructed in such a manner as to face and open at less than a ninety degree (90°) angle to such front property line. No pier, bulkhead or similar improvement shall be permitted to extend more than four feet (4') beyond the lakeside property line of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2). No improvement, other than a bulkhead or pier, shall be erected within twenty-five feet (25') of the lakeside property line of Lots Three (3) through Fifteen (15), inclusive, and Lots Seventeen (17) through Twenty-Five (25), inclusive, Block Two (2), or within ten feet (10') of the lakeside property line of Lot Sixteen (16), Block Two (2). Nothing contained in this Paragraph 4 shall prohibit either First or Ashford Lake Maintenance Association, Inc. from erecting, maintaining, altering or changing, and both First and Ashford Lake Maintenance Association, Inc. hereby reserve unto themselves the right to erect, maintain, alter or change, piers from Reserve "B" and Reserve "E" as reflected on the recorded plat.
5. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat.

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THE STATE OF TEXAS)
COUNTY OF HARRIS)

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JUN 24 1977



R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Betty Flansburg
Deputy

6. Encasements for installation and maintenance of utilities are removed as shown and provided for on the recorded plat and no building or improvements shall be erected, planted or placed on, or in such a manner as to interfere with the use of, any of said encasements. Neither First nor any utility company using the encasements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to buildings or improvements, including specifically shrubbery, trees, flowers, or improvements erected, planted or placed in violation of this Paragraph 6.

Underground electric service shall be available to Lots One (1) through Thirty-One (31), inclusive, of Block Two (2). The owner of each lot 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 of such cable (such point of attachment to be designed by the electric company) to electric company's installed transformers or energized secondary junction boxes. The electric company furnishing service shall make the necessary electrical 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 the electric company furnishing service to the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

7. No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residence purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a permanent or temporary residence. Temporary structures may be used as building offices and for other related purposes only during the construction period, and such structures must be inconspicuous and slightly aid must be removed immediately upon the completion of construction.

9. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any walls, tanks, tunnels, mineral excavations or shafts be

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R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Beth Blayney
Deputy

permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

11. No wall, fence or hedge in excess of three feet (3') shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot. No side or rear fence, wall or hedge shall be more than six feet (6') high. No fence shall be of wire or chain link type construction.

No structure or object which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

12. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to the lake, parks, playgrounds, or other facilities where the rear yard or portion of the lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothing from public view.

13. The owner or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements or incident to construction or improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn anything except by use of an incinerator and then only during such hours as permitted by law. All clothes lines, yard equipment, woodpiles, or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. In addition, the owners and occupants of Lots Three (3) through Twenty-five (25), inclusive, Block Two (2), shall keep the shoreline of the lake to be constructed adjacent thereto in a neat and attractive condition and shall keep their lots free and clear of all objects that would detract from the natural beauty of the lake.

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THE STATE OF TEXAS)
COUNTY OF HARRIS)

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JUN 24 1977



R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Betty Thorne
Deputy

- In the event of breach or default on the part of the owner or occupant of any lot in observing any requirement or covenant contained in this instrument, such default continuing after ten (10) days written notice thereof, first (or its assignee), without liability to the owner or occupant in trespass or otherwise, may enter upon said lot and cure such breach or default, including but not limited to, cutting or causing to be cut, such weeds and grass, and removing or causing to be removed, such garbage, trash and rubbish, or doing any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful, sanitary, and complying condition, and may charge the owner or occupant of such lot for the cost of such work, and such charge shall be secured by the lien referred to in Paragraph 17, below. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.
14. No sign, advertisement, billboard, or advertising structure of any kind, other than a small and slightly "For Sale" sign, may be erected or maintained on any lot. First shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said lots in violation of this Paragraph 14, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith, or arising from such removal.
15. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.
16. First hereby retains the right to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other necessary documents and all other requests and matters required to be submitted to it, to an architectural control committee which may be appointed annually by the Board of Directors of Ashford Community Association, Inc.
17. There is to be imposed on each lot in Ashford Forest Lake Section (a) an annual maintenance charge to be paid by each such lot owner to Ashford Community Association, Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving and maintaining streets, park areas, vacant lots, a swimming and recreational club, garbage and rubbish removal, and any other thing necessary or desirable in the opinion of Ashford Community Association, Inc. to be of general benefit to the owners or occupants of the above described property, and (b) an annual

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THE STATE OF TEXAS)
COUNTY OF HARRIS)

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JUN 24 1977



R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

R. E. Turrentine, Jr.
Deputy

maintenance charges, in addition to the charge imposed under (a) above, to be paid to Ashford Lake Maintenance Association, Inc., by each lot owner in the Ashford Forest Lake Section and to be applied, so far as sufficient, toward (1) dredging and furnishing water for the lake to be constructed in the Ashford Forest Lake Section, (11) in purchasing, installing, operating, and maintaining the equipment and facilities to be used in connection therewith, (111) in maintaining the lake in a sanitary condition, and (iv) for such other purposes relating to the lake and the use and development thereof as First and/or the Ashford Lake Maintenance Association, Inc. deem desirable. The maintenance charge imposed under (b) above shall be a maximum of Seventy-Two Dollars (\$72) per annum for Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), and a maximum of Thirty-Six Dollars (\$36) per annum for the remaining lots in Ashford Forest Lake Section. This maintenance charge may be increased or decreased at any time by the affirmative vote of two-thirds (2/3) of the lot owners of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), and the affirmative vote of two-thirds (2/3) of the lot owners of the lot owners of the remaining lots in Ashford Forest Lake Section, provided, however, that the annual charge imposed under (b) above on Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), shall be at all times maintained at a maximum level of twice that imposed on the remaining lots in Ashford Forest Lake Section.

Payment of the charges imposed under (a) and (b) above shall be a continuing affirmative covenant both personal to the lot owner and occupant, and a covenant running with the land. Appropriate recitations in the deed conveying each lot will evidence the retention of vendor's liens by First for the purpose of securing payment for said charges, which liens shall be assigned to Ashford Community Association, Inc. and to Ashford Lake Maintenance Association, Inc., respectively, without recourse on First in any manner for the payment of said charges and indebtedness.

18. Use of the lake to be constructed in Ashford Forest Lake Section shall be limited (a) to lot owners, their spouses and children, and guests thereof when accompanied by lot owners, their spouses or children, and (b) for canoeing and sailing and swimming, the use of all boats powered by internal combustion engines being hereby expressly prohibited. Under no circumstances shall water from the lake ever be taken from the lake and used for any private purpose. All persons permitted to use the lake shall do so in a responsible manner, in compliance with all applicable regulations (subdivision, county, state or federal), and with the utmost consideration for their safety and the safety and convenience of others. First and/or Ashford Forest Lake

THE STATE OF TEXAS)
COUNTY OF HARRIS)

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JUN 24 1977

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS



Betty J. Almy
Deputy

DEED RECEIPTS
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Association, Inc. hereby reserve unto themselves the right to promulgate and to amend, as in their discretion they see fit, rules and regulations governing the use of the lake, and the right to terminate immediately such lake use right as to any owner, his spouse, his children, and to guests thereof if any such person shall ever use the lake or its immediate environs in any manner which violates these lake use restrictions or any applicable law, rule or regulation.

19. Owners of Lots Three (3) through Twenty Five (25), inclusive, Block Two (2), and their spouses, children and guests, shall have ingress to and egress from the lake from, but only from, their respective lots, it being expressly understood that no such lot owner, or his spouse, children or guests, shall have rights of ingress to or egress from the lake from, through or across any lot owned by any other lot owner without the express consent of such other lot owner. Owners of lots in Ashford Forest Lake Section other than Lots Three (3) through Twenty Five (25), inclusive, Block Two (2), and their spouses, children and guests, shall have ingress to and egress from the lake from, but only from, Reserve "B" and Reserve "E" and the easement running ten feet (10') on either side of the center line representing the common boundary line between Lot Twenty Five (25) and Lot Twenty Six (26), Block Two (2), connecting Reserve "E" to Honeywood Trail (as reflected on the recorded plat), it being understood that each other lot owners shall not have any right of ingress to or egress from the lake from, through or across any of Lots Three (3) through Twenty Five (25), inclusive, Block Two (2), without the express consent of the owner of any such lot.

20. First and the Ashford Lake Maintenance Association, Inc. hereby reserve unto themselves the right to erect, maintain, alter, or change bulkheads and other similar, accessory or incidental structures along the edge of the lake and an easement of ingress and egress over each lot abutting such lake as may be necessary or reasonably appropriate to accomplish the foregoing.

21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, including specifically all lot owners in Ashford Forest Lake Section, 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 lake has been recorded, agreeing to change said covenants in whole or in part.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

23. Notwithstanding anything to the contrary contained in these residential deed restrictions, the Ashford Community

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the file number stamped thereon. I hereby certify on

JUN 24 1977



R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]
Deputy

Association, Inc. and the Ashford Lake Maintenance Association, Inc. shall not be obligated to expend sums generated by the charges imposed under Paragraph 17 hereinabove for any purpose hereinabove authorized unless such sums are available and adequate. Where sums are unavailable or inadequate to allow all such services to be performed, the two associations shall be entitled to determine which of the services are to be performed from available funds and which are to be deferred until additional funds are available. Under no circumstances will either association ever be obligated to any lot owner to borrow money or to expend funds other than from sums generated by the charges imposed in Paragraph 17 hereinabove, and their judgment in expending funds for such purposes shall be final and conclusive so long as such judgment is not exercised in bad faith.

24 Invalidation of any one 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.

DATED this the 22nd day of November, 1968.

FIRST GENERAL REALTY CORPORATION

BY R.M. Beards
Vice President

OWNER

FIRST MORTGAGE COMPANY OF TEXAS, INC.

ATTEST:
[Signature]
Assistant Secretary

BY [Signature]
LIENHOLDER

ATTEST:
[Signature]
Assistant Secretary

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of November, 1968.

[Signature]
Notary Public in and for Harris County, Texas

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THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the file number stamped thereon. I hereby certify on

JUN 24 1977



R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS
[Signature] Deputy

DEED RECORDS
VOL 7420 PAGE 212

099-36-1058

(2nd)
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RECORDERS REQUIREMENTS:
"In Place of the Instrument of the Instrument"

AMENDMENT

111-19-0178

TO

RESIDENTIAL DEED RESTRICTION
ASHFORD FOREST LAKE SECTION

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, the undersigned are owners of tract of land, being situated in Harris County, Texas, same being within that certain 31.1215 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as "ASHFORD FOREST LAKE SECTION" according to the Plat filed for record in the Office of the Clerk of Harris County in Volume 154, Page 39 of the Map Records, do hereby establish, adopt and promulgate the following reservation, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said "ASHFORD FOREST LAKE SECTION", for the benefit of the present and future owners of said lots and ASHFORD COMMUNITY ASSOCIATION, INC.

WHEREAS, said residential deed restrictions refer to the following in paragraph eight (8) thereof:

"8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence. Temporary structures may be used as building offices and for other related purposes during the construction period must be inconspicuous and signless."

WHEREAS, it is the desire of the undersigned to amend said paragraph eight (8) to read as follows:

Pat
R P Austin
1100 William # 880
Harris Co 77002

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on



JUN 24 1977

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Betty Murray
Deputy

111-19-0179

"8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence. No boat trailers, boats, travel trailers, trailers, inoperative automobiles, mobile homes, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way, front or side yards or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly."

WHEREAS, said residential deed restrictions refer to the following in paragraph eleven (11) thereof:

"11. No wall, fence or hedge in excess of three feet (3') shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot. No side or rear fence, wall or hedge shall be more than six feet (6') high. No fence shall be of wire or chain link type construction.

No structure or object which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots."

WHEREAS, it is the desire of the undersigned to amend said paragraph eleven (11) to read as follows:

"11. No wall, fence, or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot. No side or rear fence, wall, or hedge shall be more than six (6) feet high. No fence shall be of wire or chain link type construction. Any non-fence wire or chain link construction shall be screened from public view. The replacement of any roof of any building shall be of the same construction material replaced. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request. No structure or object which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots."

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I hereby certify that the foregoing is a correct photographic copy of the original record as the same is in my custody and possession, as the same is recorded in the Official Public Records of Harris County, Texas, and having been recorded on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

JUN 24 1977

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



Beth Turrentine
Deputy

THIS IS A CERTIFIED COPY OF 5
PAGE(S) OF A 12-PAGE INSTRUMENT.

WHEATMAN, said residential deed restrictions refer to the following in paragraph fifteen (15) thereof:

"15. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees."

WHEATMAN, it is the desire of the undersigned to amend

said paragraph fifteen (15) to read as follows:

"15. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction of such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead, hazardous, or unsightly trees. Approval must be obtained from first or its assignee prior to removal of any tree."

WHEATMAN, said residential deed restrictions refer to the following in paragraph seventeen (17) thereof:

"17. There is to be imposed on each lot in Ashford Forest Lake Section, and on other sections subsequently to be platted and made of record in Ashford Forest, an annual maintenance charge to be paid to Ashford Community Association, Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, park area, vacant lots, a swimming and recreational club, garbage and rubbish removal and any other thing necessary or desirable in the opinion of Ashford Community Association, Inc. to be of general benefit to the owners or occupants of the above described property. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by first for the purpose of securing payment of said charge, assigned to Ashford Community Association, Inc. without recourse on first in any manner for the payment of said charge and indebtedness."

WHEATMAN, it is the desire of the undersigned to amend said paragraph seventeen (17) to read as follows:

"17. There is to be imposed on each lot in Ashford Forest Lake Section and on other sections subsequently to be platted and made of record in Ashford Forest, an annual maintenance charge to be paid to Ashford Community Association, Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, park area, a swimming and recreational club, garbage and rubbish re-

RECORDED & RETURNED BY
AS OF PAGE 107 THE TOTAL ON THIS PAGE
WAS 144 CHARACTERS

-3-

44
a full, true, and correct photographic copy of the original record
heretofore custody and possession, as the same is recorded in the
public records of Real Property in my office and preserved
herein, and having Microfilm Identification Number as stamped
I hereby certify on

JUN 24 1977

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



Betty ... Murray
Deputy

THIS IS A CERTIFIED COPY OF 5
PAGE(S) OF A 12 PAGE INSTRUMENT

1810-1-11

removal and any other thing necessary or desirable in the opinion of Ashford Community Association, Inc. to be of general benefit to the owners or occupants of the above described property. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by First for the purpose of securing payment of said charge, assigned to Ashford Community Association, Inc. without recourse on First in any manner for the payment of said charge and indebtedness."

WHEREAS, the owners of the majority of the tracts comprising the land above-described, as more fully described in those certain Deed Restrictions filed of record in Volume 7420, Page 205, et seq., of the Deed Records of Harris County, Texas, may change, modify, or omit such restrictions, or any one of them, by executing and acknowledging an appropriate instrument in writing filed with the Office of the County Clerk of Harris County, Texas, and

WHEREAS, it is deemed to be in the best interest of the owners of said tracts comprising the land above-described, and of the persons who may purchase tracts therein that certain change, modifications and revisions be made in the existing Deed Restrictions for the improvement and development of the lots or tracts covered thereby, as a modern subdivision.

NOW, THEREFORE, we, the undersigned, being the own r's of at least a majority of the said lots and tracts above-described, do hereby approve, agree to, ratify and adopt the following amendments, to paragraphs eight (8), eleven (11), fifteen (15) and seventeen (17) of restrictions recorded in Volume 7420, Page 205, et seq., of the Deed Records of Harris County, Texas, and do amend said paragraphs to read as follows:

**RESTRICIONS AMENDMENTS
to Paragraphs 8, 11, 15, and 17 of the Deed Records of Harris County, Texas, Volume 7420, Page 205, et seq.**

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence. No boat trailers, boats, travel trailers, trailers, inoperative automobiles, mobile homes, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way, front or side yards or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slightly.

11. No wall, fence, or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot. No side or rear fence, wall, or hedge shall be more than six (6) feet high. No fence shall be of wire or chain link type construction. Any non-fence wire or chain link construction shall be screened from public view. The replacement of any roof of any building shall be of the same construction material replace. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request. No structure of object which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

15. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction of such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead, hazardous, or unsightly trees. Approval must be obtained from First or its assignee prior to removal of any tree.

17. There is to be imposed on each lot in Ashford Forest Lake Section, and on other sections subsequently to be platted and made of record in Ashford Forest, an annual maintenance charge to be paid to Ashford Community Association, Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, park area, a swimming and recreational club, garbage and rubbish removal and any other thing necessary or desirable in the opinion of Ashford Community Association, Inc. to be of general benefit to the owners or occupants of the above described property. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by First for the purpose of securing payment of said charge, assigned to Ashford Community Association, Inc. without recourse on First in any manner for the payment of said charge and indebtedness."

REPLACEMENT OF ORIGINAL RECORD
BY THE COUNTY CLERK OF HARRIS COUNTY, TEXAS

I have a true, true and correct copy of the original record as the same is recorded in the official public records of Harris County, Texas, and having examined the same, I hereby certify on this 24th day of June, 1977.

JUN 24 1977

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



Betty Alamy
Deputy