

929706

ASHFORD FOREST SECTION FIVE
RESIDENTIAL DEED RESTRICTIONS

DEED RECORDS
VOL 7645 PAGE 16

THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

THAT First General Realty Corporation, hereinafter called "First", being owner, and Ina Frazer Porter, Suzie Frazer Bracewell, Dow D. Warren, Mable Crede Frazer Warren, First Mortgage Company of Texas, Inc. being lienholders of that certain 1.7815 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as "Ashford Forest Section Five" according to the Plat filed for record in the Office of the Clerk of Harris County in Volume 159 Page 94 of 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 Section Five", for the benefit of the present and future owners of said lots and Ashford Community Association, Inc.

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106-24-1247

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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 two (2) stories in height, and a private garage for not more than three cars and bona fide servants quarters, which structure shall not exceed the main dwelling in height or number of stories.

2. No building or improvements of any character shall be erected or placed, or the erection of begun, or changes made in the design thereof after 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 or its assignee hereinafter provided for 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 shall be deemed to have been fully satisfied.

3. The living area of the main residential structure, exclusive of open porch, garage and servants quarter shall be not less than 1800 square feet for a one story dwelling nor less than 2200 square feet for a structure of two (2) stories. The exterior material of the main residential structure shall be not less than fifty-one percent (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. No building shall be located on any lot nearer than ten (10) feet to any side or rear street line. Subject to the provisions of Paragraph 5, no building shall be located nearer than five (5) feet to an interior lot line, except that a garage or other permitted accessory building located seventy-five (75) feet or more from the front line may be a minimum distance of three (3) feet 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.

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. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block.

6. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected on

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 shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

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, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slightly.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be 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 they are not kept, bred, or maintained for commercial purposes.

11. No walls, 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 object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet 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 parks, playgrounds, or other facilities where the rear yard or portion of the lot is visible to 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 of 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 they 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 the event of default on the part of the owner or occupant of any lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, First of its assignee, may without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful, and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work. 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.

PLAT RECORDS
76-25-17
106-24-1248

14. No sign, advertisement, billboard, or advertising structure of any kind other than a normal for-sale sign may be erected or maintained on any lot in said subdivision. First or its assignee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on said lots, and in so doing shall not be subject to any liability of trespass or other sort 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.

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, or approvals 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 Section Five and on other sections subsequently to be platted and made of record in Ashford Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, parks 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.

18. These covenants are to run with the land and shall be binding on all parties and all 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. 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.

20. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this the 16th day of June A.D., 1967

OFFICE RECORDS
100-24-1249
7645-18

ATTEST:

Mable Crede Frazer Warren
Assistant Secretary

Ina Frazer Porter
(Ina Frazer Porter)

Dow D. Warren
(Dow D. Warren)

FIRST GENERAL REALTY CORPORATION

BY: JR. [Signature]
Vice President

Suzie Frazer Bracewell
(Suzie Frazer Bracewell)

Mable Crede Frazer Warren
(Mable Crede Frazer Warren)

510

RECORDED
INDEXED
JUN 12 AM 10 58

289608

RETURNED MEMORANDUM
In Recording The Instrument It Was Necessary
To Place In The Recordation The Notation
as Notation As Shown.

Amended 19

AMENDMENT

111-19-0163

TO

RESIDENTIAL DEED RESTRICTIONS
ASHFORD FOREST SECTION FIVE

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

WHEREAS, the undersigned are owners of tracts of land, being situated in Harris County, Texas, same being within that certain 35.7815 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as "ASHFORD FOREST SECTION FIVE" according to the Plat filed for record in the Office of the Clerk of Harris County in Volume 159, Page 94 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 SECTION FIVE", for the benefit of the present and future owners of said lots and ASHFORD COMMUNITY ASSOCIATION, INC.

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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 used as building offices and for other related purposes during the construction period must be inconspicuous and slightly."

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

*Ret
Harris
Harris # 880
Harris # 77002*

"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. 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."

111-19-0164

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 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 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, 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."

WHEREAS, 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."

WHEREAS, 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 Section Five and on other sections subsequently to be platted and made of record in Ashford Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, parks 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."

WHEREAS, 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 Section Five and on other sections subsequently to be platted and made of record in Ashford Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, parks 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."

111-19-0165

111-19-0186

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 7645, Page 16, 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 changes, 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 owners 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 7645, Page 16, et seq., of the Deed Records of Harris County, Texas, and do amend said paragraphs to read as follows:

111-19-0167

"6. 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. 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.

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.

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 Section Five and on other sections subsequently to be platted and made of record in Ashford Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, parks 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 be 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."