

H113811

DECLARATION OF COVENANTS AND RESTRICTIONS

KEEGANS GLEN, SECTION SIX

193-93-0897

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS DECLARATION is made on the date hereinafter set forth by Marix Housing Corporation, a Texas corporation, hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property known as Keegans Glen, Section Six, a subdivision in Harris County, Texas, according to the replat thereof recorded in Volume 302, Page 101, of the Map Records of Harris County, Texas; and,

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such subdivision and, to this end, to subject the Lots therein to the covenants, conditions and restrictions hereinafter set forth for the benefit of the heirs and the owners thereof;

NOW, THEREFORE, Declarant hereby declares that the above described Lots are held, and shall hereafter be conveyed subject to the covenants, conditions and restrictions as hereinafter set forth. These covenants, conditions and restrictions shall run with said Lots and shall be binding upon all parties having or acquiring any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this consideration, shall have the following meanings:

SECTION 1. "Declarant" shall refer to Marix Housing Corporation, a Texas corporation, its successors and assigns.

SECTION 2. "Subdivision" shall refer to Keegans Glen, Section Six, as set forth in the replat thereof, recorded in Volume 302, Page 101, of the Map Records of Harris County, Texas.

SECTION 3. "Subdivision Plat" shall refer to the recorded replat of the Subdivision.

which time the Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee.

SECTION 2. POWERS OF THE COMMITTEE. No building or other improvements shall be constructed in the Subdivision, and no exterior alteration therein shall be made until the site plan, the schematic plan for landscaping and lighting, and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity and harmony of external design and location in relation to surrounding structures and topography and as to quality of workmanship and materials. In the event the Committee fails to approve or disapprove the site plan and schematic plans within thirty (30) days after submission to the Committee, approval thereof shall be deemed to have been given and the requirements of submission of final working plans and specifications shall be waived, however, such approval and waiver shall not operate to waive any other covenants, conditions and restrictions set forth herein.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of fences, walls or other screening devices, the orientation of structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or

SECTION 3. MEMBERSHIP. Every Owner of a Lot shall be a member of the Association. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to the Lot.

SECTION 4. VOTING. The Association shall have two classes of voting membership:

- (a) CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one individual or entity holds an ownership interest in a Lot, all such persons shall be members, but in no event shall they be entitled to more than one vote with respect to that particular Lot.
- (b) CLASS B. Class B members shall be the Declarant, or its successors or any person or entity who or which acquires Lots for purposes of development and to whom or which the rights and obligations of Declarant hereunder are specifically assigned by Declarant or its successors. Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or (ii) on January 1, 1991.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Association the following:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the

Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Department of Labor, Washington, D.C., or any successor publication, for the preceding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior year's annual assessment, whichever is greater, without a vote of the Members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage increase only by approval of two-thirds (2/3rds) of each class of Members in the Association. In lieu of notice and a meeting of members as provided in the By-Laws of the Association, a door to door canvass may be used to secure the written approval of the Owners for such increase in the annual assessment or in the special assessment for capital improvements as provided below. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Harris County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Members.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds (2/3) of each class of Members in the Association.

SECTION 5. RATES OF ASSESSMENT. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

ARTICLE V

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT.

Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- a. The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties upon approval by two-thirds (2/3rds) of the votes cast by each class of Members at a Meeting of Members. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the Members, except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such Community Properties, to charge admission and other fees as a condition to continued enjoyment by the Members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonably wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure purchaser, interest thereon at the rate of ten percent (10%) per annum, and other reasonable expenses incident to maintenance of such Community Properties incurred by the lender or foreclosure sale purchaser shall be satisfied or recovered, whereupon the possession of such Properties shall be returned to the Association and all rights hereunder of the Members shall be fully restored.
- b. The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus or unused or inoperable automobiles shall be parked or kept in the Street in front of, or side of any Lot or on any Lot, unless such vehicle is stored within a garage. No Owner of any Lot in the Subdivision or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing term, "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of forty-eight (48) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tightfitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure

less than three (3) feet from an interior lot line provided that the construction of a residence on the adjacent lot is complete and such residence shall be no closer than seven (7) feet to the same interior lot line. A garage located more than sixty-five (65) feet from the front lot line may be located no nearer than three (3) feet from any interior lot line. No accessory building, having first been determined to be permitted by and acceptable to the Committee, shall be erected on any Lot nearer than sixty-five (65) feet to the front lot line, nor nearer than three (3) feet to either side lot line nor within any utility easement. For the purposes of this covenant, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

SECTION 3. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

SECTION 4. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 5. ROOF MATERIAL. Roofs of all residences shall be constructed so that the exposed material is a composition type shingle having a color and weight per square acceptable to the Committee.

SECTION 6. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the building setback lines as shown on the Subdivision Plat.

SECTION 7. GRASS, SHRUBBERY AND FENCING. The Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired, and if not removed by Owner upon request, then the Declarant or Association may

the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks. All curb ramps shall be constructed in accordance with specifications provided by the Engineering Department of Harris County, Texas.

SECTION 12. FHA SCREENING FENCES. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

SECTION 13. SIDEWALKS. Before the construction of any residence is complete, the Builder shall construct in all adjacent street rights-of-way a concrete sidewalk four (4) feet in width, approximately parallel to the street curb and two to five (2 to 5) feet from the lot line. The sidewalk shall extend the full width of the Lot. On Corner Lots the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner.

SECTION 14. MINIMUM LOT SIZE IN RELATION TO RESIDENCE. No residence shall be erected on any Lot or combination of Lots having a lot width at the front of the Lot less than the shortest lot width at the front of any Lot as shown on the Subdivision Plat; and no residence shall be erected on any Lot or combination of Lots having a lot area less than the area of the smallest Lot presently platted on the Subdivision Plat.

SECTION 15. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

SECTION 16. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 17. AIR CONDITIONERS. No window or wall type air conditioners visible from any Street shall be permitted.

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or if a contract for sale or other lawful instrument of sale has been executed covering the Lots.

SECTION 2. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed within the Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Subdivision. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company will install the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b)

herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. TERM. These covenants and restrictions shall run with the land and shall be binding upon 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 each, provided, however, the Owners of a majority of the Lots shall have the right, at any time after the date hereof, to amend, change or alter these covenants by written instrument duly executed and recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. REPLATTING. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

IN WITNESS WHEREOF, this Declaration is executed this 14 day of August, 1981.

ATTEST:

DECLARANT:
MARIX HOUSING CORPORATION

By: Jimmy D. Witt
Name: Jimmy D. Witt
Title: V.P. Secretary

By: U. Donald O. Wright
Name: U. Donald O. Wright
Title: U. Donald O. Wright President

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Quint
COUNTY CLERK
HARRIS COUNTY, TEXAS

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR KEEGANS GLEN, SECTION SIX, A SUBDIVISION IN HARRIS COUNTY, TEXAS

195-89-1793

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, MARY HOUSING CORPORATION, a Texas Corporation and having its principal office in Harris County, Texas, has heretofore executed that certain Declaration of Covenants and Restrictions for KEEGANS GLEN, SECTION SIX, a Subdivision in Harris County, Texas, recorded under County Clerk's File No. H113911, of the Official Public Records of Real Property of Harris County, Texas (hereinafter referred to as the "Declaration"), imposing on KEEGANS GLEN, SECTION SIX, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 302, Page 101 of the Map Records of Harris County, Texas (hereinafter referred to as the "Properties"), all those certain covenants, restrictions, easements, charges and liens therein set forth for the benefit of the Properties and each owner thereof; and,

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WHEREAS, Section 2 of Article VII of the Declaration contains certain provisions relating to the location of residences on lots in KEEGANS GLEN, SECTION SIX; and,

WHEREAS, there are no provisions in the Declaration relating to the living area of the main Residential structures in KEEGANS GLEN, SECTION SIX; and,

WHEREAS, Section 5 of Article VII of the Declaration contains certain provisions relating to roofing material requirements in KEEGANS GLEN, SECTION SIX; and,

WHEREAS, Section 1 of Article VII contains certain provisions relating to attached and detached garages; and,

WHEREAS, Declarant desires to amend, change and enlarge the Declaration; and,

WHEREAS, Republicbank Dallas, National Association (hereinafter referred to as the "Lienholder"), the holder of liens on the Properties, has agreed to join in the execution hereof to evidence its consent thereto, and has further agreed to join in and ratify the Declaration and acknowledge its rights as being subordinate to the provisions of the Declaration and this First Amendment;

RIT
MARY HOUSING CORP.
9000 S.W. FREEMAN #100
HOUSTON, 77074

direction in house locations. It shall be the intention of this Covenant to allow placement of residential structures at the option of Declarant or any entity constructing a dwelling on any Lot using one of four (4) acceptable methods, said methods hereinafter known and defined as:

1. Standard Single Family Residence Option. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

2. Zero Lot Line Option.

(a) Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure shall be constructed adjacent to and abutting a side lot line. Such side lot line where there is such construction shall be hereinafter referred to as the "Zero Lot Line". Provided however, that an open court or patio may be built adjacent and abutting the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry wall having a minimum height of eight (8) feet. This wall must, as is the case with the residence wall, be constructed adjacent to the abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls shall have no exterior objects or appurtenances such as, for example, there shall be no electric panels, vents, plumbing clean outs, windows or openings of any kind unless such Zero Lot Line side is on the street side of a corner lot. If the Zero Lot Line side is on the street side of a corner lot, normal openings and exterior appurtenances may be constructed on the dwelling abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the Zero Lot Line dwelling may extend and encroach over the Zero Lot Line for a distance not to exceed twenty-four (24) inches. There is hereby established a ten (10) foot minimum distance between the Zero Lot Line and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any Utility Easement along the rear lot line.

(b) Zero Lot Line Access Easement. Upon the election by Declarant, its successors and/or assigns of the Zero Lot Line Option, as evidenced by completion on a Lot of construction of any residence conforming therewith, each such lot shall have a five (5) foot access and drainage easement extending the entire depth of the lot from front to back abutting and parallel to the Zero Lot Line wall, over, on and across the adjacent lot, for the construction, repair, drainage and maintenance of improvements located on the Zero Lot line. Conditions and use of the Zero Lot Line Access Easement are hereby declared and established by and between the owner of the Zero Lot Line lot and the owner of the adjacent lot, which shall be covenants running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever; to-wit:

(i) The Zero Lot Line lot owner must replace any fencing, landscaping or other items on the adjacent lot that he may disturb during construction, repair or maintenance.

(ii) This easement, when used by the Zero Lot Line lot owner for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced.

running off of such owner's roof onto an adjoining owner's lot or onto the easement area and no owner shall have liability or otherwise be responsible to any other owner for any loss, expense or damage resulting from such roof run-off.

(ii) The owner of the adjacent lot, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the adjacent lot owner, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 5 and other applicable provisions of these Restrictions.

(iii) The owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent lot owner shall have the right of entry unto the easement area between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. Saturday for the sole purposes of maintenance, painting, repairing and rebuilding of the Side Yard Wall or foundation and fencing which is situated adjacent to and abutting the easement area.

(iv) The owner of the Side Yard Wall Lot must replace any fencing, landscape or other item on the easement area or the adjacent lot that he may disturb during such maintenance or repair of the Side Yard Wall.

(v) Neither owner shall attach any object to the side of the Side Yard Wall abutting the easement area and the adjacent lot owner will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the easement area by either owner, except that the owner of the adjacent lot may construct a fence, which allows drainage; however, access to the easement area must be preserved for the owner of the Side Yard Wall Lot.

(vi) The Owner of the adjacent Lot shall indemnify and hold harmless the owner of the Side Yard Wall Lot against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the Owner of the adjacent lot, his licensees or invitees.

(vii) It is recognized by Declarant that the Side Yard Concept Option is best suited for regularly shaped adjoining lots and that if such option is exercised on adjoining irregularly shaped lots, such as those common to lots located on either a cul-de-sac or lots located on a curved street, that a strict adherence to the above terms may result in a disproportionate and inconvenient location of the Side Yard Land Maintenance Easement. Accordingly, Declarant hereby reserves and retains the right unto itself, its successors and those who purchase lots directly from it, to vary the Side Yard Land Maintenance Easement on Lots in the addition which are irregularly shaped and upon which the Side Yard Concept Option is exercised. The variance, if any, will be accomplished in the conveyance from either the Declarant or its successors or those who purchase Lots directly from it so as to clearly identify of record the variance involved. All owners of lots so involved will be requested to join in and consent to such variance, if any.

By irregularly shaped lots, as used herein, is meant a lot where the front and back lot lines are not of equal length and the side lot lines are not of equal length.

4. Zero Lot Line Attached (Separate ownerships of the two units). The buildings to be classified as Zero Lot Line Attached shall, as to Location of Improvements and easements, comply with all the provisions of this Article III, Subsection 5(2) above. The distinguishing feature between Zero Lot Line and Zero Lot Line Attached is that the latter shall have two (2) separate owners of the building involved. The conveyance to such two (2) owners will reflect that

abutting the front of the dwelling where the election has been made, measured from the front of the dwelling and including the two corner lots abutting such street, must utilize the same placement method. The same is true for lots abutting a cul-de-sac. Provided, however, in either event the Architectural Control Committee shall have the authority to grant a variance allowing multiple types of lot placements in such situations.

Section 5. Roof Material. Roofs of all residences shall be constructed so that the exposed material is composition type shingle. The weight of the shingles must be at least two hundred thirty-five pounds (235 lbs.) per square. The color of such shingles must be acceptable to the Committee.

The following is hereby added as Section 19, 20 and 21 to Article VII of said Declaration; to-wit:

Section 19. Minimum Living Area Requirements. The ground floor area of any one-story single family dwelling, exclusive of open porches and garages, shall contain not less than 900 square feet. The total living area of any one and one-half or two story single family dwelling, exclusive of porches and garages, shall contain not less than 1,000 square feet.

Section 20. Amendment. The said Declaration may be amended during the initial forty (40) year term by an instrument executed by the Owners of seventy-five percent (75%) of the Lots and thereafter by the Owners of sixty percent (60%) of the Lots.

The Developer shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party to amend the said Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing therein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the said Declaration and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee. As long as there is a Class "B" membership, the annexation of additional properties, the dedication of Community Properties, if any, to the Association, the mortgaging of such Community Properties, and the amendment of said Declaration shall require the prior written approval of the FHA or the VA.

Section 21. Exterior Materials. Unless otherwise approved by the Committee, at least thirty percent (30%) of the exterior wall area of all residences (excluding

192-90-2192

SUBMISSION AND ANNEXATION OF
THE HERENAFTER DESCRIBED PORTIONS OF
KEEGANS GLEN, SECTION 6 TO THE
JURISDICTION OF KEEGANS GLEN
HOMEOWNERS ASSOCIATION, INC.

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

THAT WHEREAS, heretofore, ATLAS REALTY COMPANY, a Texas corporation ("Atlas"), developed certain property known as KEEGANS GLEN SECTION ONE, a subdivision in Harris County, Texas, a map or plat thereof having been recorded in Volume 285, Page 48 of the Map Records of Harris County, Texas; and,

WHEREAS, Atlas caused to be recorded in the Official Records of Real Property of Harris County, Texas, the following instruments covering the said KEEGANS GLEN SECTION ONE, to-wit:

a. Declaration of Covenants, Conditions and Restrictions for KEEGANS GLEN, SECTION ONE dated March 1, 1979, filed with the County Clerk of Harris County, Texas, and recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code Reference 122-91-0120; and,

b. First Amendment to the said Declaration of Covenants, Conditions and Restrictions dated April 4, 1979, filed for record with the County Clerk of Harris County, Texas on April 16, 1979, under Clerk's File No. GC43891, Film Code No. 125-89-0548,

which instruments imposed certain covenants, conditions and restrictions on the property platted as KEEGANS GLEN, SECTION ONE; and,

WHEREAS, the said Declaration of Covenants, Conditions and Restrictions contained provisions for Annexation of Additional Properties into the jurisdiction of Keegans Glen Homeowners Association, Inc., ("Association") subject to certain conditions and that upon such annexation the annexed property would be subject to the jurisdiction of the Association; and,

WHEREAS, MARIX HOUSING CORPORATION, a Texas corporation, (hereinafter called "Marix"), is the owner of the following described property, to-wit:

Lots 1 through 26 in Block 1
Lots 1 through 102 in Block 2
Lots 1 through 43 in Block 3
Lots 1 through 21 in Block 4
Lots 1 through 45 in Block 5
Lots 1 through 41 in Block 6
Lots 1 through 18 in Block 7
Lots 1 through 48 in Block 8
Lots 1 through 20 in Block 9; and
Lots 1 through 20 in Block 10,

FILED
AUG 12 1 00 PM 1981
Doris R. Williams
COUNTY CLERK
HARRIS COUNTY, TEXAS

all Lot designations above being both inclusive, together with Restricted Reserve A, all in KEEGANS GLEN, SECTION SIX, a subdivision in Harris County, Texas, according to the Replat thereof, recorded in Volume 302, Page 101 of the Map Records of Harris County, Texas, herein called the annexed property; and,

WHEREAS, Marix wishes to subject and submit the annexed property to the jurisdiction of the Keegans Glen Homeowners Association, Inc.

NOW, THEREFORE, in consideration of the premises, it is hereby stipulated and agreed as follows:

1.

Marix hereby submits the annexed property to the jurisdiction of the Keegans Glen Homeowners Association, Inc. and agrees to be bound by the Articles of Incorporation of such Association and all Bylaws thereof.

EXECUTED this 24 day of July, 1981.

MARIX HOUSING CORPORATION

By: Michael S. Marix President
MICHAEL S. MARIX

ATTEST:

Jimmy D. Wyatt
Asst. Secretary
JIMMY D. WYATT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael S. Marix, President of Marix Housing Corporation, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this, the 24 day of July, 1981.



Charles A. Nester
Notary Public in and for
Harris County, TEXAS

CHARLES A. NESTER
Notary Public in and for Harris County, Texas
My Commission expires Jan 31, 1985

Waiver

WAIVER OF INGRESS AND EGRESS RIGHTS
FOR MINERAL INTERESTS

193-83-1063

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The undersigned, being the owner of all of KEEGANS GLEN SECTION 6, an addition in Harris County, Texas according to the replat thereof recorded in Volume 302, Page 101 of the Map Records of Harris County, Texas, LESS, SAVE and EXCEPT the tract designated WELL SITE, Restricted Reserve "A", and Unrestricted Reserve "B" thereof, for and in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00) and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby release, relinquish and waive for itself, its successors and assigns, the right of ingress and egress on and over or otherwise using, occupying, or placing fixtures, equipment, buildings or structures upon the surface of the above-described land for all purposes incident to the exploration, mining, drilling, production, treating, marketing and storage of oil, gas and other minerals.

3 C

*W
2-2-1981*

EXECUTED this 14 day of August, 1981.

ATTEST

MARIX HOUSING CORPORATION

100

By: Jimmy D. Wyatt
Jimmy D. Wyatt Secretary

By: Michael S. Marix
Michael S. Marix, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael S. Marix, President of Marix Housing Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, 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 14th day of August, 1981.



Harrah
Notary Public in and for the State of
TEXAS
MATHEW NOTARY PUBLIC
State of Texas
COMM. EXPIRES 12/31/85

RECORDER'S MEMORANDUM
All the lines of record on this instrument were found to be the same as the original instrument recorded in Volume 302, Page 101 of the Map Records of Harris County, Texas, and the same are hereby recorded as such.

Return TO
CHARLES NESTOR
Nestor & Associates
2727 No. Loop W., Suite 330
Houston, Texas 77008

781221
Paster

003-00-2050

SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PART OF
KEEGAN'S GLEN, SECTION SIX
A SUBDIVISION IN HARRIS COUNTY, TEXAS

01/04/87 00041160 78281221 \$41.00

THE STATE OF TEXAS I
I
COUNTY OF HARRIS I

11
a

WHEREAS, MARIX HOUSING CORPORATION, a Texas Corporation ("Marix"), and having its principal office in Harris County, Texas, has heretofore executed that certain Declaration of Covenants and Restrictions for KEEGAN'S GLEN, SECTION SIX, a subdivision in Harris County, Texas, filed for record under County Clerk's File No. H113911, and recorded in the Official Public Records of Real Property of Harris County, Texas (hereinafter referred to as the "Declaration"), imposing on KEEGAN'S GLEN, SECTION SIX, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 302, Page 101 of the Map Records of Harris County, Texas all those certain covenants, restrictions, easements, charges and liens therein set forth for the benefit of the Section Six (6) land each owner thereof; and,

WHEREAS, Marix later executed a First Amendment to such Declaration, such First Amendment having been filed for record with the County Clerk of Harris County, Texas under Clerk's Document No. H-143498 and recorded in the Official Public Records of Harris County, Texas; and

WHEREAS, Marix has conveyed to ARBOR HOME CORPORATION ("Arbor") all of those certain lots out of Keegan's Glen, Section Six as described in Exhibit "A" hereto, such Lots described in Exhibit "A" being hereinafter called the "Properties;" and

WHEREAS, Arbor, as the owner of the Properties desires to Amend some of the provisions of the First Amendment to said Declaration, the provisions Arbor is amending hereby being those relating to Article VII Section 2, sub-section 2(a) Zero Lot Line Placement and the minimum distance between the Zero Lot Line dwellings.

NOW, THEREFORE, Arbor, as the owner of the Properties, does hereby change and Amend the said Article VII Section 2, sub-section 2(a) (as contained on Page 3 of said First Amendment), and same shall hereafter be as follows:

2. Zero Lot Line Option

(a) Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1)

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

JUL 3 1991



ANITA BODEHEVER
COUNTY CLERK
HARRIS COUNTY TEXAS

By *Monica M. Doravante*
Deputy

Monica M. Doravante

IN WITNESS WHEREOF, the undersigned, being an assign of the Declarant, and the Lienholders, have executed this Second Amendment to the Declaration to be effective upon the execution hereof.

Executed on this the 11th day of November, 1981.

ATTEST
By: [Signature]
JULY BOND, Vice President

ARBOR HOME CORPORATION
By: [Signature]
JEFFRY B. LEWIS, President

SIGNED by Lienholder on this the 17th day of November, 1981.

ATTEST
By: [Signature]

REPUBLICBANK DALLAS, NATIONAL ASSOCIATION
By: [Signature]
Rex J. Hutcherson, President

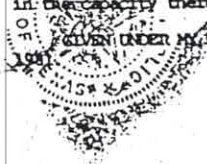
SIGNED by Lienholder on this the 24th day of November, 1981.

LAMAR SAVINGS ASSOCIATION
By: [Signature]
Bill Benton, President

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared JEFFRY B. LEWIS, President of Arbor Home Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this, the 11th day of November, 1981.

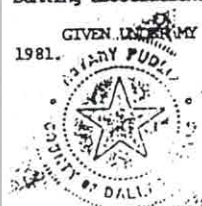


[Signature]
Notary Public in and for
The State of Texas
Bertha Perez

THE STATE OF TEXAS I
COUNTY OF DALLAS I

BEFORE ME, the undersigned authority, on this day personally appeared Rex J. Hutcherson, Vice President of RepublicBank Dallas, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated, and as the act and deed of said banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this, the 17th day of NOVEMBER, 1981.



[Signature]
Notary Public in and for
Dallas County, Texas
ANNIS HALL
Notary Public, State of Texas
My Commission Expires 4-18-84

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REVOKED AND UNENFORCEABLE UNDER FEDERAL LAW
THE 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

JUL 3 1991



ANITA RODDEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS
By: [Signature]
Monica M. Roddeheaver

EXHIBIT "A"

Lots One (1) through Twenty-Six (26), both inclusive, in Block One (1);
 Lots One (1) through One Hundred Two (102), both inclusive, in Block Two (2);
 Lots One (1) through Forty-Three (43), both inclusive, in Block Three (3); and
 Lots One (1) through Twenty-One (21), both inclusive, in Block Four (4), of
 KEDGAN'S GLEN, REPLAT OF SECTION SIX (6), an addition in Harris County, Texas,
 according to the map or plat thereof recorded in Volume 302, Page 101, Map
 Records of Harris County, Texas.

D

FILED
 JAN 4 2 12 PM 1982
Pats Rodenberry
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
 PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW.
 THE 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

JUL 3 1991



ANITA RODEHEAVER
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

By *Monica M. Benavente*
 Deputy

Monica M. Benavente