

PARK GLEN WEST SECTION II

COPY OF DEED RESTRICTIONS SECTION II RECORDED IN VOLUME 8230 PG 358

STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS, JOHNSON-LOGGINS COMPANY, a Delaware Corporation, and SOUTHWEST FREEWAY INVESTMENT CO., a Texas corporation, hereinafter called "OWNERS" of the following described property, joined herein by CENTRAL NATIONAL BANK, hereinafter called "LIENHOLDER" of the following described property situated in Harris County, Texas, to wit:

All of the lots in Parkglen West Section Two (2), save and except Reserves "A" and "B", which Reserves "A" and "B" shall not be a part of the properties nor subject to the provisions hereof except as specifically provided in Paragraph 14 hereof, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded at Volume 171, Page 97, in the Map Records of Harris County, Texas.

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

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

Restrictions, Covenants, and Conditions

1. Land Use and Building Type. All lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, placed, altered or permitted to remain on any residential lot other than one (1) single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than 2 or more than four (4) cars. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no lot shall be used for business or professional

purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

2. Architectural Control No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee composed of Glenn W. Loggins, Larry D. Johnson, and C. Harold Wallace, or a representative designated in writing by them, as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set back lines as shown on the recorded plat, except decorative or protective fencing for community improvement as approved by the Architectural Control Committee. In the event said committee or a representative designated in writing by them, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.
3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half 1-1/2, or a two story (2) dwelling be less than 1,200 square feet.
4. Type of Construction, Materials and Landscape.
 - (a) No residence shall have less than 51% or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type approved by the Architectural Control Committee.
 - b) No roof of any material except wood shingles shall be constructed in Parkglen West Section Two (2) without the written consent of the Architectural Control Committee.
 - c) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire front of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.
 - d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of Parkglen West, Section Two (2).

- e) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- f) No landscaping shall be done to the front of any dwelling in Parkglen West, Section Four (4) until the landscape layout and plans have first been approved by the ACC, and such landscaping is to be planted in the parkway areas and on the front of the lot at the time the dwelling is being completed and before occupancy.

5. **Building Location** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five or more from the front lot line may be located within three (3) feet of an interior lot line. No main residence building or any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. For the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence building will face the front of the lot, and each detached garage will face the front of the lot on which it is situated and be provided with the driveway access from the front of the lot only, except that garages on lot Twenty (20) Block Six (6) ; Lot twenty (20), Block Seven (7); Lots One (1) and Two (2), Block Eight; Lots One (1) and Two(2), Block Nine (9); Lots One (1) and Two (2), Block Ten (10); Lots One (1) and Two (2), Block Eleven (11); Lots One (1) and Two (2), Block Twelve (12); Lot One (1), Block Thirteen (13); Lot One (1), Block Fourteen (14); Lot One (1), Block Fifteen (15); Lots One (1) and Thirty-One, (31); Block Sixteen (16); Lots One (1), Twenty (20), Twenty-One (21), and Forty (40), Block Seventeen (17); Lot One (1), Eighteen (18), Nineteen (19), Thirty-Two (32), Thirty-Eight (38), and Thirty-Nine (39), Block Eighteen (18); Lots One (1), Sixteen (16), Seventeen (17), Twenty-Eight (28), Twenty-Nine (29), Thirty-Five (35) and Forty-One, Block Nineteen (19); Lot One (1), Fourteen (14), Fifteen (15), and Thirty (30), Block Twenty (20) and Lots One (1) Thirty-Eight (38) and Thirty-Nine(39), Block Twenty-One (21), may be provided with the driveway access from and may face the side street.

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

7. **Easements.** Easement for the installation and maintenance of utilities, drainage facilities, road and streets heretofor granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns,

agents, employees or servants, to shrubbery, trees, flowers, or other property of the owner situated on the land covered by said easements.

8. **Annoyances or Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may become an annoyance to the neighborhood.
9. **Temporary Structures.** No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other out building shall be maintained or used as a residence, or for any other purpose either temporarily or permanently. No truck, trailer, automobile or other vehicle shall be stored, parked or kept on any lot or in the street at the front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day today; provided however that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby.
10. **Signs and billboards.** No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by Johnson- Loggins Company, Inc. and Southwest Freeway Investment Co. and/or any builder who purchases lots from Johnson-Loggins Company, Inc, and Southwest Freeway Investment Co. or their successors and assigns to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sales of property in this subdivision.
11. **Oil and Mining Operations.** No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted up or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
12. **Storage and Disposal of Garbage and Refuse.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Provided further, that no lot shall be used for the open storage of any materials whatsoever which storage is visible from the street except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.
13. An underground electric distribution system will be installed in all of Parkglen West Subdivision, Section Two (2), designated Underground Residential Subdivision, which underground service area shall embrace all lots in Parkglen West Subdivision Section Two (2) The owner of each lot in the Underground Residential Subdivision shall, at his own cost,

furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customers 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 concordance 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 as long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current.

14. Reserve "A" and "B" shall be used and utilized for purposes harmonious with the residential character of the remainder of the properties and such uses may include any residential structure, facilities for recreational purposes, water well site, shops, or facilities for the sale of foods, beverages, clothing, services and other item for personal use, professional offices or clinics, apartments and other forms of multi-family use development, automobile service stations or facilities of a similar nature.
15. Members of Parkglen West Community Improvement Association. All lot owners shall be members of Parkglen West Community Improvement Association and have voting rights therein, with each member being entitled to one vote for each lot owned in Parkglen West, Section Two.(2).

MAINTENANCE CHARGE

- I. Each lot in Parkglen West, Section Two (2) is hereby subjected to an annual maintenance charge and assessment not to exceed \$7.00 per month or \$84.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund," which maintenance charge and assessment will be paid by the owner or owners of each lot within Parkglen West Section Two (2) to Parkglen West Community Association on or before January 1 of each year, in advance annual installments, commencing January 1, 1970. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by Parkglen West Community Improvement Association as the needs of the subdivision may in the judgment of that association, require provided that such assessment will be uniform and in no event will such assessment or charge exceed \$7.00 per month or \$84.00 per year. The present owners of the property hereinabove described and their successors and assigns agree to pay their and each of their proper portion of said assessment for all lots in Parkglen West, Section One which are fully developed and saleable building sites. Parkglen West Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Parkglen West, Section Two (2) as well as all subsequent sections of Parkglen West subdivision, provided, however that each future section of Parkglen West, to be entitled to the

benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of Parkglen West Community Improvement Association; such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: constructing and maintaining parks, swimming pools, parkways, right-of-way easements, esplanades and other public areas, collecting and disposing of garbage, ashes, rubbish and the like, payment of all legal and other expenses incurred in connection with enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant lots and doing other things necessary or desirable in the opinion of the Parkglen West Community Improvement Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of Parkglen West community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

- (2). To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be reserved in each Deed by which the Owner (grantor herein) shall convey such properties, or any part thereof, the Vendor's Lien for the benefit of the above mentioned property owners association, said lien to be enforceable through appropriate proceedings at law by such beneficiary, provided however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvements of any such lot and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.
3. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.
4. The owner of any residential lot have to right to inspect the books and records of the Parkglen West community Improvement Association at any reasonable time.

General Provisions

- (1) Term. These covenants are to run with the land and shall be binding upon all the parties and all the persons claiming under them for a period of forty years from date at which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, It shall be lawful for any other persons owning any real property, situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations, nor shall these restrictions be amended or revised without the approval of the federal Housing Administration and/or the Veterans Administration
- (2) Severability Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Lienholder, acting herein by and through its duly authorized officer, joins in the execution hereof for the purpose of subordinating the lien held by it against the said property hereinabove described unto these presents, and does hereby agree and consent to the imposition of the aforesaid covenant and restrictions; and Lienholder hereby agrees that a foreclosure shall not affect such covenants and restrictions.

EXECUTED This 16th day of September, A.D. 1970

ATTEST:

JOHNSON-LOGGINS INC (OWNER)

Assistant Secretary

President

ATTEST:

SOUTHWEST FREEWAY INVESTMENT CO. (OWNER)