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COUNTY CLERK
HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

195-89-1793

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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;

R.H.T. MARY HOUSING CORP.
9000 S.W. FREEMAN F100
HOUSTON, 77074

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT the Declarant, joined herein by the Lienholder, hereby amends, changes and enlarges the Declaration as follows:

All of Sections 1, 2 and 5 of Article VII are hereby deleted from such Declaration and declared to be of no further force and effect.

There is hereby substituted for such deleted Sections the following Sections of Article VII; to-wit:

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

Section 1. Type of Residence. There will be permitted on each lot either (i) one detached single family dwelling of not more than two stories, or (ii) zero lot line attached dwellings of not more than two stories. No other type dwelling unit will be allowed. Each residence shall have either (i) an attached or detached enclosed garage for not less than one nor more than three cars or (ii) an attached or detached enclosed garage for one car together with an accompanying carport for one car. Zero lot line attached will have either (i) two attached or detached enclosed garages for from one to two cars or (ii) two attached or detached enclosed garages for one car each and accompanying carports for one car each. Notwithstanding the foregoing, the committee may, in its discretion, decide that no garage nor carport shall be required for a Lot or Lots. All structures shall be of new construction and no structure shall be moved from another location unto any lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

Section 2. Location of Residence on Lot. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded Plat. For the purposes of this Covenant, eaves, steps, patios 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 dimension abutting a street. Each main residence building will face the front of the Lot, and each garage will face the front of the Lot on which it is situated and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any

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 complying 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.

(iii) The Zero Lot Line lot owner must notify the owner of the adjacent lot of his intent to do any construction, repair or maintenance upon the Zero Lot line wall at least twenty-four (24) hours prior to starting any work, with the hours that such access easement may be utilized being between 8:00 a.m. and 3:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday.

(iv) Both the Zero Lot line lot owner and the adjacent lot owner shall have the right of surface drainage over, along and upon the access easement area. Neither owner shall use the access easement area in such a manner as will interfere with such drainage.

(v) Neither owner shall attach any object to the Zero Lot Line wall, facing onto the access easement area and the owner of the adjacent lot will not use the Zero Lot line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either owner, except the roof overhang and guttering as provided for above, and a fence by the owner of the adjacent lot, which allows drainage; however, access to the access easement must be preserved for the owner of the Zero Lot Line lot.

3. Side Yard Concept Option.

(a) Placement. 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 lot line abutting a street and shall be not nearer than five (5) feet on the other side lot line of such corner lot. 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, hereinafter called the Side Yard Wall, shall be constructed adjacent to and five (5) feet from the side lot line. The five (5) foot area bounded by the Side Lot Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement." Provided, however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, 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 in the case with the Side Yard Wall, be constructed adjacent to and abutting in such a manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, windows or openings of any kind unless such Side Yard Wall is on the street side of a corner Lot. If, on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side lot line. There must be a minimum distance of ten (10) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear-lot Utility Easement.

(b) Side Yard Land Maintenance Easement. The following terms, conditions and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the Owner of said Side Yard Wall Lot and the owner of the adjacent Lot, which terms shall be a covenant running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever:

(i) The Side Yard Land Maintenance Easement (herein called the easement area) may be used by either owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a lot so as to improve the drainage of water from the lots or the easement area. It shall be the responsibility of each owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining owner's lot or the easement area from water

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 3 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 into 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 3(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

their building is in the Zero Lot Line Attached category. In addition to compliance with the provisions of this Article III Subsection 5(2), the Zero Lot Line Attached Lots shall be subject to the following, to-wit:

- (a) Each building shall contain two (2) units. The conveyance will be by field note description with the property line to be along the common wall between the units, extended to the front and back lot lines. The owners of each building shall be jointly responsible for the maintenance of the exterior of their building. No change of paint, brick or roof color will be permitted without approval by the Architectural Control Committee. No maintenance, repairs or painting shall be done by one owner without the consent of the other owner. Each owner shall have one vote in all matters of exterior maintenances, repairs and painting, and the cost of these repairs. If the two owners cannot agree on the maintenance, repairs, and painting of their building, then the owner that deems that the work needs to be accomplished shall prepare a written description and cost of the work to be accomplished for the Architectural Control Committee which shall rule on the need for accomplishing the work, if the work is required. Such committee's ruling shall be binding on both owners.
- (b) General Rules of Law to Apply. Each wall and roof which is built as a part of the original construction of the Zero Lot Line Attached building upon the Properties and placed on the dividing line between the lots shall constitute a common wall and roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (c) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a common wall or roof shall be shared by the Owners who make use of the wall and roof equally. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any owner who has used the wall or roof may restore it, and if the other owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for larger contributions from the other under any rule or law regarding liability for negligent or willful acts or omissions. In addition, for attached Zero Lot Line buildings, the total exterior of both properties must be completely restored to their original condition before the destruction that resulted from fire or other casualty.
- (d) Weatherproofing. Notwithstanding any other provision of this Article, an owner who, by his negligent or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.
- (f) Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Architectural Control Committee, as set forth herein, shall have full and complete authority in handling said dispute and the decision of the Architectural Control Committee shall be final. The decision of the Architectural Control Committee must be rendered on or before sixty (60) days following written notification to the Architectural Control Committee by one or both property owners involved.

Once one of the four (4) types of dwelling placements have been elected and constructed on a lot in the subdivision, all other lots on the side of the street

abutting the front of the dwelling where the election has been made, measured from 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

detached garages, gables, windows and door openings) must be of masonry or brick
vencer.

IN WITNESS WHEREOF, the undersigned, being Declarant and the Lien-
holder, have executed this First Amendment to the said Declaration to be effective
upon the execution hereof. By signing this First Amendment, Lienholder consents
hereto and does hereby ratify and affirm the Declaration and acknowledges that its
liens are subordinate to the provisions of the Declaration and this First Amendment.

ATTEST:

MARIX HOUSING CORPORATION

Paul B. [Signature]

By: *Michael S. Marix* ⁵⁰
Michael S. Marix, President

SIGNED by Lienholder this 14 day of October, 1981.

ATTEST:

REPUBLICBANK DALLAS, NATIONAL
ASSOCIATION

Thomas J. [Signature]

By: *William H. [Signature]*
President