

Prestonwood Forest Amended Deed Restrictions

161-19-0737

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THE STATE OF TEXAS
THE COUNTY OF HARRIS

AMENDED

DECLARATION OF RESTRICTIONS

WHEREAS, certain covenants and restrictions were heretofore filed of record in Harris County, Texas, covering certain residential subdivisions, such instruments and subdivisions being more particularly described as follows:

- 1) Declaration of Restrictions filed of record In the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 126—25-0207 and Clerks File No. D281258. applicable to PRESTONWOOD FOREST, SECTION ONE (1), according to the plat thereof recorded in Volume 173, Page 126, of the Map Records of Harris County, Texas;
- 2) Declaration of Restrictions filed of record In the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 150—36-0076 and Clerks File No. D696314 applicable to PRESTONWOOD FOREST, SECTION TWO (2), according to the plat thereof recorded in Volume 196, Page 64, of the Map Records of Harris County, Texas;
- 3) Declaration of Restrictions filed of record In the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 108—20-1562 and Clerks File No. E240550 applicable to PRESTONWOOD FOREST, SECTION THREE (3), according to the plat thereof recorded in Volume 209, Page 128, of the Map Records of Harris County, Texas;
- 4) Declaration of Restrictions filed of record In the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 175—27-1910 and Clerks File No. E098283 applicable to PRESTONWOOD FOREST, SECTION FOUR (4), according to the plat thereof recorded in Volume 212, Page 144, of the Map Records of Harris County, Texas; as revised by the Amended Declaration of Restrictions filed of record in the Official Public Records of Real Property of Harris County Texas, under Film Code No. 175-38-1838 and Clerk's File No. E107555;
- 5) Declaration of Restrictions filed of record In the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 109—04-2411 and Clerks File No. E244115, applicable to PRESTONWOOD FOREST, SECTION FIVE (5), according to the plat thereof recorded in Volume 216, Page 91, of the Map Records of Harris County, Texas; as revised by the Amended Declaration of Restrictions filed of record in the Official Public Records of Real Property of Harris County Texas, under Film Code No. 118-15-1263 and Clerk's File No. E402381; and

WHEREAS, the present owners of at least three-fourths (3/4ths) of all the restricted residential lots contained in the aforementioned five subdivisions collectively desire to amend the provision of the above referenced Declarations of Restrictions by substituting therefore the provisions hereinafter set out;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, PINE GROVE, INC., a Texas corporation (acting herein by and through a duly authorized officer thereof and hereinafter sometimes referred to as “Developer”), and the other undersigned owners of one or more of the restricted residential lots situated in the aforementioned subdivisions (the aforesaid parties being collectively the present owners of at least three-fourths (3/4ths) of all of the restricted residential lots situated in the five subdivisions named above and hereinafter sometimes referred to as “Owners”), desiring to establish and carry out a uniform plan for the use, development, improvement and sale of all residential lots situated in the aforementioned subdivisions for the benefit of the present and future owners of said residential lots, do hereby declare, establish, and adopt certain reservations, restrictions, covenants and easements (hereinafter referred to as “Restrictions”) which shall be applicable to the use, occupancy and conveyance of all residential lots situated in the five subdivisions named above (the term, “lots” as used herein shall include any residential building site created by consolidating or re-subdividing the originally platted lots, as permitted herein), and every contract, deed, or other written instrument hereafter executed and conveying any residential lot situated in, the aforementioned subdivisions shall conclusively be held to have been executed, delivered and accepted subject to the following Restrictions, regardless of whether or not said Restrictions are set out in full or incorporated by reference in said contract, deed, or other instrument, (The term “subdivisions”, as used herein, shall in all cases be deemed to refer to each of the aforementioned subdivisions individually and to all of the aforementioned subdivisions collectively.)

It is specially provided that any tracts identified on the recorded plats of the aforementioned subdivisions as “Unrestricted Reserve” shall remain unaffected by these Restrictions.

1. LAND USE AND BUILDING TYPE.

No building or structure shall be erected, placed, or altered on any lot except a Single—family residential dwelling not exceeding two stories in height; provided, however, that an attached or detached garage or carport (limited in size to three—car capacity with approved servant, quarters or garage apartment, or other approved storage building or approved accessory structure (for example, a swimming pool) may be situated on any such lot. The purchaser of any lot subject to these Restrictions shall be deemed to have covenanted and agreed by acceptance of a deed or contract covering any such lot that such purchaser will not apply for a permit to build or place thereon any structure other than a single-family residence or other structure as specified and permitted herein. Any garage apartment or any servants’ quarters which may be situated on any lot shall not be used for rental purposes, and may be used only by servants who are employed in the dwelling situated upon the same lot where such quarters are situated, or by members or temporary guests of the family occupying the dwelling on said lot.

No business or service activity of any kind shall be conducted on or from any lot or building thereon, whether such activity be for profit or otherwise.

2. ARCHITECTURAL CONTROL.

No building or improvement of any character shall be erected, placed, added to, or altered on any lot affected hereby until the building plans and specifications and a site plan showing the location of the structure or structures have been submitted to and approved by the Board of Directors of the Maintenance Association or its designated representative as being in compliance with these Restrictions as to use, quality of workmanship and materials, harmony of external design and colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, and lot boundary lines.

The plans and documents to be submitted to the Maintenance Association or its designated representative, as above set forth, shall be submitted for approval prior to the commencement of erection, placement, addition to or alteration of any of such improvements on any lots. In the event the Board of Directors of the Maintenance Association or its designated representative fails to approve or disapprove such plans in writing within thirty (30) days after submission of the required plans and documents for approval, such plans shall be deemed approved and this requirement of these Restrictions shall be considered as having been fully complied with and satisfied.

3. DWELLING SIZE AND CONSTRUCTION.

Any dwelling constructed on any lot must have a living area of not less than 1,800 square feet, exclusive of open or screened porches, terraces, driveways, carports, garages, detached servants' quarters, or other approved accessory structure. Any dwelling other than a single-story dwelling must have not less than 900 square feet of ground-floor living area, exclusive of open or screened porches, terraces, driveways, carports, garages, detached servants' quarters, or other approved accessory structure. No dwelling shall be permitted to exist on any lot unless at least fifty-one percent (51%) of the exterior surface area of the walls thereof, exclusive of windows, doors and other glassed areas, consists of brick, stone or other masonry.

4. LOCATION OF BUILDINGS ON LOTS.

No part of any building shall be located nearer to any street boundary line of any lot than the building set-back line or lines shown on the recorded plats of the respective subdivisions aforesaid, No part of any building shall be located within five (5) feet of an interior lot boundary line except that a garage, carport servants' quarters or other permitted accessory structure, all of which is situated at least sixty-five (65) feet from the front lot boundary line, may be situated not less than three (3) feet from any interior lot boundary line; provided, however that this exception shall not be construed to permit any portion of any building situated on any lot to encroach upon another lot. For the purpose of these Restrictions, the front line of each lot shall be the shortest boundary line thereof abutting a dedicated street as shown by the applicable recorded subdivision plat. The main residence building on each lot in the aforementioned subdivisions shall face the front of the lot, except that the residence located on Lot 23, Block 11, of Prestonwood Forest, Section Four (4) may face on either Roeburne Lane or Prestonwood Forest Drive.

5. RE-SUBDIVIDING OR CONSOLIDATING OF LOTS.

Lots may be subdivided or consolidated into building sites, with the privilege of erecting, placing, or altering improvements on each resulting building site, subject to these Restrictions; provided, that any building site resulting from such subdividing or consolidating must have a width of at least seventy (70) feet at the front building line thereof and must contain a total area of at least eight thousand (8,000) square feet.

6. UTILITY AND DRAINAGE EASEMENTS.

Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plats of the aforementioned subdivisions, and there is also dedicated and reserved for utilities an unobstructed aerial easement five (5) feet wide adjacent to all easements shown on said recorded plats, such aerial easements to extend upward from a plane twenty (20) feet above the surface of the ground. Neither the Developer nor any utility company using said easements shall be liable for any damage done to shrubbery, trees, flowers, or other property of the owner located within the area covered by said easements.

7. PROHIBITED STRUCTURES.

Mobile homes are prohibited, whether or not wheels are attached. Towers for amateur radio installations and citizens band radio base station installations are prohibited. No portable building, tent, shed, barn or other structure of any nature shall be placed or constructed on any lot; provided, however, that a temporary office or work shed may, following approval thereof by the Maintenance Association, be maintained upon any lot or lots by any building contractor or sales agency in connection with the erection or sale of dwellings in the aforementioned subdivisions, but such temporary structure shall be removed at completion of erection or sale of the dwellings, whichever applicable or within ten (10) days following notice from the Maintenance Association. Any such permitted temporary building shall never be used for residential purposes.

8. NUISANCES OR ILLEGAL ACTIVITIES.

No obnoxious or offensive activity of any kind, which may constitute or become an annoyance or nuisance to the neighborhood, shall be permitted on any lot; nor shall any illegal or immoral activity be permitted on any lot.

9. MINING AND MINERAL OPERATIONS.

No oil, gas or water wells or drilling or development operations or refinery, quarrying or mining operations of any kind shall be permitted on any lot. The provisions of this paragraph hereof shall in no way impair, diminish or restrict rights of the owners of any mineral estate in and to any land in the aforementioned subdivisions to lease said minerals for production through pooling, unitization or directional drilling methods, provided that no use whatsoever is made of the surface of any of said land,

10. ANIMALS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, whether for commercial purposes or otherwise; except that common household pets, such as cats and dogs may be kept. In this regard, the Maintenance Association shall have the right and authority to limit the number and variety of household pets permitted; provided, any such limitations shall be applied uniformly throughout the several subdivisions covered hereby.

11. REFUSE AND GARBAGE.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such substances shall not be kept upon any lot except insofar as necessary in connection with normal household operation. Any such substance kept on lot temporarily for purposes of collection shall be kept in closed containers or plastic bags. All equipment and containers for the storage or disposal of such substances shall be kept in a clean and sanitary condition.

12. FENCES AND WALLS.

No fence, wall, hedge, gas meter or other structure shall be placed or be permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the building set-back line affecting such lot (as shown on the recorded plats of the aforementioned subdivisions), unless such structure and its location shall be approved by the Maintenance Association. Chain-link fences shall not be permitted on any lot. The outside surface of all fences and walls located on any lot, including those which may be approved by the Maintenance Association as aforesaid, shall be faced with wood, brick, stone or other material approved by the Maintenance Association where the outside surface of such fence or wall faces any street, alley or driveway.

13. TRAFFIC SIGHT BARRIERS.

No shrub, tree, object or thing which obstructs sight line at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines of such lot connecting such property lines at points located on each of said street property lines at a distance of twenty-five (25) feet from the point where such lines intersect or would intersect if extended; or on any lot within the triangular area formed by the street property line thereof, the edge of any driveway or alley pavement, and a line connecting such lines at points located on each of said lines at a distance of ten (10) feet from the point at which said lines intersect or would intersect if extended.

14. OUTSIDE CLOTHES DRYING.

The drying of clothes in general view is prohibited, and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosures for such use, subject to the approval of the Maintenance Association.

15. CUTTING WEEDS OR GRASS AND REMOVAL OF TRASH.

The owners or occupants of all lots shall at all times keep all weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event permit accumulation of garbage, trash, rubbish or debris of any kind to remain thereon. No lot shall be used for storage of material and equipment except for normal residential requirement or incidental to construction of improvements thereon as herein permitted.

16. SIGNS OR BILLBOARDS.

The owner of a lot (including a commercial homebuilder) shall be entitled to display one sign thereon from time to time for purposes of selling or renting the property; provided, that each face of such sign shall be rectangular in shape and shall not exceed five (5) square feet in surface area, and that the content of such sign be limited to the words "For Sale" or "For Rent", the name and telephone number of the seller or real estate agent, and the words "Shown by Appointment Only". No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained within subdivision boundaries or within, the right-of-way of any street bordering any of the aforementioned subdivisions without first having obtained the consent in writing of the Board of Directors of the Maintenance Association. Said Board of Directors shall have the right to remove any un-permitted sign, advertisement, billboard or structure which is erected or placed on any lot or adjacent easement or right-of-way without such consent, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith.

17. PARKING OF VEHICLES OR MOBILE EQUIPMENT.

No auto, truck, boat, boat rigging, camper, motor home, mobile home, or other trailer, vehicle or equipment of any kind shall ever be left parked on any street adjacent to any lot or in any driveway on any lot without approval of the Maintenance Association, except for temporary parking incident to the contemporaneous use of vehicle or equipment, nor shall same be left parked on any lot unless parked inside the garage or unless obscured from general view by some type of screening or enclosure approved by the Maintenance Association.

18. REMOVAL OF TREES AND DIRT.

No trees shall be felled or otherwise removed from any lot without approval from the Maintenance Association, except as may be reasonably necessary in connection with construction of improvements or to remove dead trees. The removal of dirt from any lot is prohibited without approval of the Maintenance Association, except insofar as reasonably necessary in conjunction with the landscaping of such lot or construction being performed on such lot.

19. PAINTING AND REPAIRS.

All dwellings and other approved structures must be kept in a reasonably good state of painting and repair, and must be maintained so as not to become unsightly.

(In the event of default on the part of the owner or occupant of any lot in observing the requirements set out in Paragraphs 1 through 19 above, or any of them, and the continuation of such default after ten (10) days' written notice from the Maintenance Association of the existence of such default, the Board of Directors of the hereinafter described Maintenance Association may enter upon said lot through its agents, without liability to the owner or occupant in trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with these Restrictions, and may charge to the owner or occupant of such lot for the cost of any such work or thing. The owner or occupant of each lot agrees, by the purchase or occupation of the lot, to reimburse the Maintenance Association immediately on receipt of a statement covering the cost of any such work or thing. In the event of failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereon and be collected in the same manner as the regular annual maintenance charge provided for in these Restrictions.)

20. MAINTENANCE PROGRAM AND FUND.

Each residential lot in the subdivisions covered by these Restrictions shall be subject to a maintenance charge for the purpose of establishing a maintenance fund.

Developer has caused to be organized under the laws of the State of Texas a non-profit corporation named "Prestonwood Forest Maintenance Association (herein referred to as the "Maintenance Association"), which organization shall have the duty of assessing and collecting the maintenance charge imposed hereby, managing said fund, arranging for the performance of the services contemplated and making payment therefore out of said fund. In this regard, said Maintenance Association shall have all the powers granted by the Texas Non-Profit Corporation Act.

The maintenance charge applicable to the lots subject to these Restrictions shall be first assessable against each lot effective as of January 1, 1977, and thereafter as of January 1st of each subsequent calendar year, and notice of the amount of the assessment shall be mailed or otherwise delivered to each lot owner or to the holder of the home-loan mortgage on such lot as soon as practicable after assessment is made each year. The amount of the assessment shall be paid by or on behalf of the owner of each lot to the Maintenance Association within fifteen (15) days after notice of such assessment has been mailed or otherwise delivered to such lot owner or mortgage holder.

The maximum annual maintenance charge on each improved residential lot from and after the time a dwelling located thereon is ready for occupancy (whether such dwelling is occupied or not) shall be as follows:

- (a) For the period covered by the calendar year 1977 the maximum annual maintenance charge for each lot subject to these Restrictions shall be the sum of One Hundred Sixty Dollars (\$160.00).
- (b) For the calendar years next succeeding the calendar year 1977, the maximum annual maintenance charge hereunder shall be calculated and determined as of each assessment day as follows: the percentage by which the average of the Consumer Price Index (All Items, United States City Average), as published by the Bureau of Labor Statistics for the most recent twelve months for which such information is available on each assessment day may have increased over the annual average of said Index for the calendar year 1977 shall be determined, and the maximum annual maintenance charge hereunder for the particular calendar year involved shall be the amount of One Hundred Sixty Dollars (\$160.00), as increased by the same percentage as the aforesaid Consumer Price Index shall have increased over the annual average of said Index for the calendar year 1977 according to the aforesaid determination (adjusted to the nearest one—tenth of one percent.) If the aforesaid determination as to any particular calendar year shows that the average of said Index shall not have increased, or shall have decreased, from the annual average thereof for the year 1977, the maximum annual maintenance charge hereunder for such calendar year shall be the amount of One Hundred Sixty Dollars (\$160.00).

(c) So long as any lot subject to assessment of the maintenance charge does not have a dwelling thereon which is ready for occupancy, the maintenance charge against such lot shall be 50% of the then assessed charge for lots which have dwellings thereon ready for occupancy. At such time as a dwelling on any lot becomes completed and ready for occupancy the full maintenance charge assessed for the applicable calendar year shall become due and payable for the balance of the year in which such dwelling is completed on a pro ratio basis, such additional amount to be paid to the Maintenance Association within fifteen (15) days after the lot owner or applicable mortgage holder is notified of the additional amount due.

Any maintenance charge assessed hereunder and not paid when due shall bear interest from the date due until paid at the rate of nine percent (9%) per annum.

In recognition of the possibility that the cost of the various services to be provided by the Maintenance Association may Increase sufficiently during the term of these Restrictions to warrant an increase from time to time in the maximum annual maintenance charge set forth above, and inasmuch as it would be practically desirable that the Maintenance Association be able to effect an increase in the maximum annual maintenance charge by action of the Board of Directors of the Maintenance Association without the necessity of formally amending these Restrictions, it is hereby established that the following described procedure may be used from time to time to effect an increase in the aforesaid maximum annual maintenance charge without amending these Restrictions, to-wit:

- (1) A special meeting of the members of the Maintenance Association shall be called by at least two members of the Board of Directors in accordance with all regular requirements for a special meeting, the notice, of which meeting shall specify that the purpose of the meeting is to vote on a proposed increase in the maximum annual maintenance charge.
- (2) A special meeting for the aforesaid purpose shall require the presence at the meeting (either in person or by proxy) of members entitled to cast votes with respect to at least one-half (1/2) of the total number of residential lots covered by these Restrictions in order to constitute a quorum for valid action.
- (3) The affirmative vote of at least two-thirds (2/3) of the members present at the meeting (either in person or by proxy) shall be required to adopt a resolution increasing the maximum annual maintenance charge.

The services to be provided for out of the maintenance fund may include all things necessary or desirable for the general maintenance, improvement, or benefit of the area within the aforesaid subdivisions and any areas duly annexed thereto (as hereinafter provided), plus adjacent streets and the approaches thereto. By way of illustration, but not limitation, the services to be performed out of the maintenance fund may include the maintenance of streets, parkways, esplanades and vacant lots; the ownership, operation, and maintenance of any common area recreational facilities; providing fire, police or watchman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees at subdivision entrances, In esplanades, and in parkways; fogging for insect control; garbage and rubbish pickup; and the payment of legal and other expenses for the enforcement of these Restrictions.

Every person or entity owning of record either the entire fee title or an undivided interest in the fee title to any residential lot situated in any of the aforesaid subdivisions, or in any other area duly annexed thereto and brought under the jurisdiction of the Maintenance Association, as hereinafter provided, shall be a member of such corporation (The foregoing is not intended to including persons or entities holding an interest in a lot merely as security for the performance of an obligation.) Membership shall be appurtenant to and may not be separated from ownership of such lot.

The initial Board of Directors of the Maintenance Association was comprised of Marvin E. Leggett, H. Arthur Littell and Peter Boatright. Subsequently the membership has elected Directors to replace Mr. Littell and Mr. Boatright at duly held meetings of the members. The one remaining member of the initial Board of Directors shall continue to hold office until the next regular annual meeting of the members after the Developer (including any other developer) has sold other persons or entities all residential lots in the aforesaid subdivisions and in any other areas duly annexed thereto (as hereinafter provided). At each regular annual meeting of the members of the corporation prior to the time the Developer (including any other developer) has sold to other persons or-entitles all residential lots in the aforesaid subdivisions and in any other areas duly annexed thereto, the membership shall

elect two Directors who shall each serve for a term, of one year. At the first regular annual meeting off the members after the Developer (including any other developer) has sold to other persons or entities all residential lots situated in the aforementioned subdivisions and in any other areas duly annexed thereto (as hereinafter provided), the members shall elect one Director for a term of three years, and at each regular annual meeting thereafter the membership shall elect one Director for a term of three years.

In case of the resignation, death or incapacity to serve the balance of the term of office of the aforesaid remaining member of said initial Board of Directors, the aforementioned Developer, or its successors or assigns, shall appoint a successor to serve the balance of the term of office of said initial Director.

In the case of the resignation, death or incapacity to serve of any Director elected to office by the members of the corporation, a special meeting of the members shall be called to elect a successor to serve the balance of the term of said Director.

Any Director elected by the members may be removed from the Board, with or without cause, by a majority vote of the members of the corporation, and in the event of such removal of a Director, a successor shall be elected to serve for the unexpired term of such removed Director at a special meeting of the members to be called for such purpose.

No Director shall receive compensation for any service he may render to the corporation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

A lien is hereby established on the lots subject to these Restrictions to secure the payment of the maintenance charge established hereby, and all present and subsequent owners of said lots should convey all lots with an appropriate reference to the recordation of these Restrictions in the Official Public Records of Real Property of Harris County, Texas, together with a recitation that said lien has been retained against each lot for the benefit of the Maintenance Association to the extent of such maintenance charge; provided, that such lien shall be subordinate and inferior to any liens given to secure the payment of monies in connection with the purchase of any lot or improvements, or the construction of improvements on any lot. The grantee in any deed conveying any lot subject to these Restrictions shall be deemed to have covenanted and agreed to pay the aforesaid maintenance charge by acceptance of such deed.

The aforesaid lien to secure payment of the maintenance charges, together with all interest, expense, costs and reasonable attorneys' fees which may accrue hereunder in connection therewith, shall run with the land and be a continuing charge on the land assessed, and shall also be a personal obligation of the owner of each lot at the time of the assessment. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish such lien only as to any assessments which became due prior to, such sale or transfer.

The aforesaid Maintenance Association may obtain authorization to provide similar maintenance services for other areas which are also subject to restrictions providing for the establishment of a maintenance charge uniform with that specified herein, and- which other areas are duly "annexed" in the manner hereinafter set out. Eligibility for annexation is limited to areas which in whole or in part cover land situated In the following described surveys:

- Lorenzo De Zavalla Survey, A—950. Harris County. Texas;
- Herrington Survey, A-380, Harris County, Texas.

Additional residential areas and common areas may be annexed to the aforementioned subdivisions by the Board of Directors of the Maintenance Association with the consent of 2/3 of the votes of each class of membership in the Maintenance Association.

The By-Laws of the aforesaid Maintenance Association shall provide that any and all owners of residential lots in the aforementioned subdivisions, or in any duly annexed area served by such Maintenance Association, shall have the right to inspect the books and records of the Maintenance Association at its principal offices, at any reasonable time during customary business hours.

21. RIGHT OF MORTGAGEES.

It is specially provided that the lien created to secure the payment of the maintenance charge specified in these Restrictions shall be subordinate to and shall not affect the enforcement of the vendor's lien *or* deed of trust lien now of record, or which may hereafter be placed of record, or other lien acquired and held in good faith upon sold lots or any improvements located thereon, but such lots shall nevertheless remain subject to said maintenance charge. It is further provided that as a condition precedent to any proceeding to enforce the lien securing said maintenance charge, where there is any other outstanding valid and subsisting lien, the Maintenance Association shall give the holder of such other lien at least 30 days advance written notice of any proposed action of enforcement, and thereby provide such other lien holder an opportunity to remedy the default of the lot owner. Such notice shall be given by certified or registered mail, return receipt requested.

22. TERM OF RESTRICTIONS.

These Restrictions are to run with the land, and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns, and all other present and future owners of the residential lots located in the aforementioned subdivisions, as shown by the referenced plats thereof recorded in the Map Records of Harris County, Texas, and within any other area duly annexed thereto, for a period of thirty (30) years following the effective date hereof. The term of these Restrictions shall be extended automatically after the expiration of said 30-year period for successive periods of ten (10) years duration each, unless an instrument revoking these Restrictions, in whole or in part, is recorded prior to said initial expiration date or prior to the end of any 10-year extension period; it being made a requirement hereunder that such instrument of revocation must be executed by the then owners of at least two-thirds (2/3) of all of the restricted lots situated in the aforementioned subdivisions and any other duly annexed area. No lot Owner shall be liable for breach of these Restrictions except with respect to breaches caused by him or occurring or committed during his ownership of the lot involved in such breach. Any conveyance of any lot affected hereby may incorporate these Restrictions by reference to the public record of this document, but whether or not such reference is made, these Restrictions shall be valid and binding upon the respective grantees in any such deeds.

These Restrictions may be amended prior to the expiration of the Initial 30-year term hereof, or prior to the end of any 10-year extension period, by the recording of an instrument signed by the then owners of at least two-thirds (2/3) of the restricted lots situated in the aforementioned subdivisions and in any other duly-annexed area, collectively.

23. ENFORCEMENT OF RESTRICTIONS.

The Board of Directors of the aforesaid Maintenance Association, or the owner of any residential lot subject to these Restrictions, shall have the right to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of these Restrictions. Also, the Board of Directors of the Maintenance Association shall have the right to bring an action at law to foreclose the lien established to secure the payment of the aforesaid maintenance charge if any lot owner fails to cure any such default within thirty (30) days after notice thereof by the Board of Directors. The plaintiff in any such proceeding shall be entitled to recover from the defendant in such suit all reasonably necessary costs and expenses attendant upon bringing such action, including a reasonable attorney's fee. The forgoing provision for recovery of costs, expenses and attorney's fees shall be deemed agreed to by the purchaser of any lot covered hereby upon acceptance of a deed to such lot or execution of a contract, to purchase such lot.

Invalidation of one or more of the provisions of these Restrictions, by court order or otherwise, shall in no way affect any other provisions hereof, and all such remaining provisions not expressly invalidated shall continue in full force and effect.

24. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM.

An underground electric distribution system is to be installed by Houston Lighting & Power Company (hereinafter called "electric company") in that part of Prestonwood forest Subdivision, Sections 1, 2, 3, 4 and 5, designated as Underground Residential Subdivision, which underground service area embraces all of the residential lots which are platted in Prestonwood Forest Subdivision, Sections I. 2, 3, 4 and 5, according to the aforesaid recorded plats thereof, to the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner/developer, shall, at his or its 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 electric company's metering at the 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. Developer has either by designation on the plat of the aforesaid subdivisions or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various home owners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner/developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specification, of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivisions, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile home), which are built for sale or rent, and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Developer or the lot ownership the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless

- (a) Developer has paid the electric 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) the owner of each affected lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of
 - (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus
 - (2) the cost of rearranging, and adding any electric facilities' serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provision of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the recorded plats of Prestonwood Forest Subdivision, Sections 1, 2, 3, 4 and 5, as such plats existed at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such owner or Applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

25. PRIOR RESTRICTIONS.

It is specially stipulated that this amendment is not intended to void the aforesaid previously applicable restrictions with respect to any breach of said previously applicable restrictions which have occurred or which may occur prior to the effective date of this amendment, and all rights and remedies specified in said previously applicable restrictions are hereby expressly reserved.

26. JOINDER OF LIENHOLDER.

The undersigned lienholder joins in the execution of this instrument for the purpose of evidencing its consent and agreement to the establishment of the foregoing Restrictions on the residential lots referred to herein, and further agrees that future amendments accomplished by the procedure set forth herein may be effected without its consent.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the 1st day of January, 1977.