

003-01-2031

RESTRICTIONS, COVENANTS  
RESERVATIONS AND CONDITIONS  
AND  
CREATION OF PROPERTY  
OWNERS' ASSOCIATION



8002839

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, MOSTYN MANOR DEVELOPMENT COMPANY, LTD., a State of Texas limited partnership (hereinafter referred to as "Declarant", whether the original Declarant, or whether the direct assignee or successor-in-interest to Declarant), owns all of that certain Three Hundred and One (301) acre tract, more or less, of real estate located in Montgomery County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes, out of which a certain portion, as further described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as the "Property"), shall be subject to the terms and conditions stated herein; and

WHEREAS, Declarant desires to create a uniform plan of development for the Property and to fix and adopt certain restrictions, covenants, reservations, conditions and other provisions which will run with and be impressed upon the Property;

NOW, THEREFORE, Declarant hereby fixes and adopts the restrictions, covenants, reservations, conditions and other provisions hereinafter set out, as follows:

Declarant desires to dedicate a portion of the Property as residential property for the purpose of developing a private residential area, and, therefore, for the purpose of ensuring harmonious, pleasant and satisfactory living conditions in the private residential area, and to ensure a means for mutually safeguarding and enhancing the value of an investment in the Property and in improvements to be from time to time erected on the Property, Declarant hereby fixes and adopts the restrictions, covenants, reservations, conditions, and other provisions as hereinafter set out (hereinafter some-

times collectively called "Restrictions"), which shall run with the land and which govern the development of the Property, the use of the Property, and all improvements placed upon the Property, and which shall be binding upon the undersigned, its successors and assigns, for the term hereinafter stated, and all transfers and conveyances of all or any part of the Property shall be subject to the restrictions, covenants, reservations, conditions and easements and other provisions contained in this document, and the same shall run with the land and shall be binding upon Declarant and all persons (said persons being hereinafter referred to as "Grantee(s)") claiming fee title, or equitable title (whether by way of General Warranty Deed, Special Warranty Deed, Contract for Deed, Quit-Claim Deed, or otherwise), to any portion of the Property from the Declarant. However, these restrictions, covenants, reservations, conditions and provisions shall not apply to the portions of the Property (hereinafter referred to as "Unrestricted Reserves"), which are RESERVED and RETAINED from the provisions of this document, and are more fully described in Exhibit "B".

Declarant reserves the right to add to the restrictions, covenants, reservations, conditions and other provisions herein set forth, other land contiguous to the Property described in Exhibits "A" or "B", or contiguous to land subsequently added to and affected by these Restrictions, presently owned or hereafter acquired by Declarant. To implement the addition of other land to these Restrictions, Declarant need merely file of record in the Official Public Records of Montgomery County, Texas, a document which refers to these Restrictions, describes the land to be added to these Restrictions, and states that the land therein described is thereby added to these Restrictions. In such document, Declarant may designate and/or dedicate access and utility easements affecting such added land, as well as designate any other easement applicable to such added land. Any such easements, whether

designated and/or dedicated, may be contiguous to and adjacent to any other easements hereinafter described and contained in the Property. Notwithstanding anything contained herein to the contrary, Declarant shall have the right to designate portions of the land subsequently added to these Restrictions as park and recreation land, and upon doing the same, Declarant shall transfer title to said land to the Mostyn Manor Property Owners Association, hereinafter described, whereupon said Mostyn Manor Property Owners Association shall operate and maintain said park and recreation land for the benefits of the residents of the Property.

Reservations

(1) A perpetual easement for purposes of free and unimpeded ingress, egress and regress upon the Property as subsequently platted and dedicated to and from F.M. 1488 and each and all lot(s) in this private residential area and utilities as Declarant may desire, is hereby reserved over and across the easements described in Exhibit "B".

(2) Declarant reserves the exclusive right as and when Declarant and its agents, or successors and assigns, deem appropriate, to erect and maintain, or to grant to others the right to maintain, in, over, upon, along and under the utility easements described in Exhibit "B" (including, without limitation, those easements designated as "UTILITY ESM'T", "U.E.", "EXIST. PIPELINE" and/or "PROPOSED PIPELINE EASEMENT"), wires and poles for the purpose of constructing and maintaining a system of electric lights, power, CATV service, telegraph and telephone lines and connections; and to construct, lay and maintain in, along and under any and all of said easements as described in Exhibit "B" for the construction and maintenance of a system of drainage and a system of sewerage and for the supply of water, gas, light and power, and telephone service and CATV service to the Property and to the inhabitants thereof; and for all other purposes incident to the development and use of said Property as a community unit, as Declarant may desire.

(3) Neither Declarant, nor any utility company using any easements retained hereunder shall be liable for damages done by them or their assigns, their agents, employees or servants, to shrubbery, trees or other property of the owner situated on the land included within the area of such easements.

(4) It is understood and agreed that the title conveyed by Declarant to any lot(s) by contract, deed or other conveyance, shall be, in all events, subject to the easements of access, water, gas, light and power, CATV, sewer, storm sewer, or other utility lines or appurtenances thereto. All references in these Restrictions to "Easements" shall include, without limitation, all of the aforementioned easements previously referred to herein or designated in Exhibit "B" or both, without limitation to purpose or location. Declarant further reserves the right to amend or create additional easements as may subsequently be required to provide for the reasonable development of the Property.

(5) Declarant reserves the right to create a drilling and/or production site for oil and/or gas development equal to five (5) acres or two (2) tracts of two and one-half (2-1/2) acres each, more or less, of the Property for the express purpose of subsurface mineral production upon the Property in accordance with the terms and conditions which may be entered into between Declarant and the mineral interest owners of the Property, granting such rights as may be agreed upon in a written instrument for surface use to be filed of record in Montgomery County, Texas (hereinafter referred to as "Surface Use Reserve").

Restrictions

(1) These Restrictions shall be effective until August 15, 1999, and shall automatically be extended thereafter, for successive periods of ten (10) years, provided, however, that the record owners holding legal title of a majority of the square foot area of the Property may release, alter, amend, or change any of such Restrictions either as to the entire Property or to portions thereof, such release, alteration or change to be effective either on August 15, 1999, or at the expiration of any ten-

year period thereafter. Such release, alteration or change shall be effected by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing same for record in the Office of the County Clerk of Montgomery County, Texas, at any time prior to two (2) years preceding August 15, 1999, or at any time prior to two (2) years preceding the expiration of any successive ten-year period thereafter.

(2) All of said Property (excepting the Unrestricted Reserve, the Surface Use Reserve, and any future park or recreational land) shall be used for residential purposes only and no structures shall be erected, altered or placed or permitted to remain hereafter on any lot other than one single family dwelling. A lot is defined herein to be that portion of the Property described by metes and bounds and designated as a lot (1) in a Deed or Contract for Deed from Declarant to a Grantee, or (2) on a layout of the Property, prepared by Declarant, with respect to portions of the Property owned by Declarant and not previously conveyed to a Grantee; provided, however, in no event shall any lot be less than one-half (1/2) acre in area.

(a) No more than one (1) residence shall be erected on each lot, except that structures in support of a residence may be erected;

(b) No more than one (1) family shall occupy each residence;

(c) The use of any of said Property for commercial and industrial use of any kind, including, but not limited to, wholesale and retail business, service business, offices, hospitals, apartment houses, garage apartments, and all other business endeavors (except regarding Unrestricted Reserves and Surface Use Reserves defined herein), is strictly prohibited;

(d) There shall never be erected, permitted, maintained or carried on upon the Property, or any part thereof, any foundry, brick yard, cemetery, crematory or any establishment for the care or cure of persons afflicted with tuberculosis, or any institution for the care or restraint of the mentally impaired or any detention home or reform school, or

asylum or any institution of like or kindred nature, or any slaughter house or tannery; nor shall there be erected, permitted, maintained or carried on thereon any veterinary hospital, abattoir, rendering plant, junk yard, open storage or any other activity or purpose which is notoriously known in advance to create or emit highly obnoxious odors, vapors or noises, or which is otherwise notoriously known in advance to be obnoxious or offensive to the use and enjoyment of the surrounding area for residential purposes.

(3) Except in connection with a surface use agreement between Declarant and the mineral owners specifying the Surface Use Reserves and mineral owners' rights, no oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property, nor shall any oil wells, tanks, tunnels, mineral excavations, shafts, derrick or other structure designed for use in boring for oil or natural gas be erected, maintained or permitted upon the Property.

(4) No building or other improvements shall be erected, placed or altered on any of said Property until the construction plans and specifications, and a plan showing the location of the structure upon the Property, have been approved by the Architectural Control Committee (hereinafter called the "Committee"), as to the quality of such plans, specifications and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Section 4, Paragraph (b).

(a) The Committee shall be composed originally of three (3) persons appointed by Declarant. The original members of the Committee shall serve for an original term which expires on August 14, 1984. At the end of such original term, the Directors of the Association (as that term is defined in Section 29), shall appoint members to serve for a

term of three (3) years each. In the event of the death or resignation of a member of said Committee during the original term, the remaining members shall appoint another member of said Committee to serve the unexpired portion of the original term of the member who died or resigned. In the event of the death or resignation of two (2) of said members, the remaining member shall appoint two (2) additional members to serve the unexpired portions of the original terms of the members who died or resigned. In the event of the death or resignation of all three (3) members, the Committee shall be appointed by the Directors of the Association. A majority of the Committee may designate a representative to act for it.

(b) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it (at 13029 Champions Drive, Houston, Texas 77069, or such address as may hereafter be designated by the Committee and furnished to the Association), or in any event, if no suit to enjoin the construction of improvements has been commenced by any person prior to the final completion of such improvements, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) Examination of plans and specifications are subject to a reasonable fee charge as may be determined by the Committee or its designated representative.

(d) The Committee shall at all times have authority to request additional data, within the thirty (30) day approval or disapproval period, including plans, specifications and drawings when, in the discretion of the Committee, said documents are necessary or helpful in determining whether or not the plans and specifications should be approved. In the event the Committee so requires additional data, the thirty (30)

day period for Committee approval or disapproval shall be extended so that said thirty (30) day period shall end thirty (30) days from the last date on which additional data is delivered to the Committee as such data was previously requested by the Committee.

(e) The Committee may, in its discretion, approve variances, deviations and exceptions as pertains to construction design, construction location, quality of materials, plans and specifications, etc., when, in the Committee's opinion and judgment, such approval is necessary or desirable for the purpose of fairness and enforcement and/or in the imposing of equitable conditions, and also, when such change, variance, deviation or exception, will result in more commonly beneficial use and yet be in keeping with the overall intent of this document; provided, however, in no event or instance shall the Committee have the power to permit more than one (1) residence to be constructed on one lot, nor shall the Committee otherwise have the power to alter or change these Restrictions. The provisions of this paragraph shall permit variances, deviations, and changes by the Committee of building lines and easements.

(5) No lot may be subdivided, and no portion of any lot (except for easements described in this document) may be used for a road or easement, public or private, unless approved by the Committee.

(6) The building setback lines from roads, streets and easements are described in Exhibit "B", and no structure shall be located on any lot nearer to a front property line or nearer to any side street line than described in Exhibit "B", unless a variance is granted by the Committee. Building setback lines for front property lines and side street lines for any property added to these Restrictions shall be established by the Committee. No part of any residential structure shall be located on any lot between any roads, street and/or front lot easement at the front or side building setback lines (designated as "B.L." and/or "BL." or other similar designation in Exhibit "B", which



term shall include "side lot" and/or "rear lot" lines) as such are described in Exhibit "B", or within any easement, or nearer than ten (10) feet to (a) a side lot line, (b) a rear lot line, or (c) a side lot or a rear lot easement as described in Exhibit "B". Garages may be built attached to or separate from the dwelling proper. No detached garage shall be erected nearer the front building setback line of a lot than fifty-five (55) feet or nearer to any side street building setback line than ten (10) feet, and not nearer any other interior lot line or side lot or rear lot easement line than ten (10) feet. No garage or carport shall face and open to the street at less than a ninety degree angle unless the door is located twenty (20) feet or more from the front building setback line except that at the sole option of the Committee, an exception may be made that would be in keeping with the overall intentions of these restrictions. Notwithstanding anything contained herein to the contrary, a single owner of two contiguous lots may build one residence on or near the common lot line between said lots, ignoring any restrictions herein relating to lot line setbacks with respect to said common lot line, however, in the event a residence is built under the terms of this provision, no further residence will be permitted to be built on either of said contiguous lots.

(7) No portion of the Property less than one lot shall ever be used for the construction of a residence.

(8) No obnoxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(9) So far as shall be practicable, all lot owners shall attempt to maintain natural vegetation and conditions between the roadways and the front building setback lines. No landscape plan or planting inconsistent with this style shall be done on any lot. The Committee shall have the right to disapprove or halt any landscape plan or planting incon-

sistent with the requirements of this section.

(10) No structure of any kind shall be placed, nor shall any material or refuse be placed or stored, on the Property within twenty (20) feet of any property line, easement, or edge of any open water course, except clean fill may be placed nearer, provided the natural water course and flow is not altered or blocked by such fill.

(11) The living area of the main structure of any residential structure shall not be less than One Thousand Four Hundred (1,400) square feet, including finished porches with foundations, roofs and final trim, but excluding garages and unfinished porches without foundation, roof and final trim.

(12) No trailer, mobile home, basement, tent, shack, garage, barn or outbuilding shall be any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, builders expressly approved by the Committee shall be allowed to maintain temporary quarters during the construction of a residence upon a lot.

(13) The removal of dirt from the Property is expressly prohibited, and no excavation, except such as may be necessary for the construction of improvements, shall be permitted.

(14) No cesspool shall ever be dug, used or maintained on the Property, and whenever a residence is constructed on a lot, it shall provide an inside toilet and shall be connected with a septic tank until such time as sanitary sewers may be available for use in connection therewith. Drainage of septic tanks into easements or open ditches is strictly prohibited. All septic tanks and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and other applicable governmental regulations. No outside toilets shall be allowed.

(15) The exterior of all frame structures, and all

framework on the exterior of all other structures shall be covered immediately upon completion with at least two (2) coats of good paint or other type of wood preservative approved by the Committee, and the exterior shall be completely constructed within twelve (12) months from date of commencement.

(16) Drainage structures used under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 1-3/4 square feet (18-inch diameter pipe culvert) or of such larger size as may be required to insure proper drainage. Culverts must be used for driveways and for walks, same shall be installed in a manner that will not obstruct the flow of water in ditches and their inside bottom must be even with or below the level of the ditch.

(17) In no event shall the raising of hogs, horses, cattle, poultry, fowls, or other livestock, whether for profit or otherwise, be allowed. No more than three (3) dogs, and not more than three (3) domestic house cats can be kept on each lot. No such cats or dogs shall be kept, bred, or maintained for commercial purposes. Quarters and shelters for dogs or cats shall be built and kept in a neat and sanitary manner. Buildings for housing dogs or cats shall be located not nearer to the roadways and/or to the front lot easements of any lot than two-thirds (2/3) the depth of such lot measured along the shorter of its side lines. Adequate fences shall be maintained for any such animals in order to prevent their trespassing on other properties. All refuse must be disposed of and all applicable health regulations must be strictly complied with. Declarant and the Association (as defined in Section 27) reserve the right to make such additional rules and regulations concerning the keeping of pets as they may deem proper and desirable to maintain the Property if any such dog or cat becomes a nuisance or threat to the safety of small children or any other person.

(18) No fence, structure or surface impediment of any kind shall be built, kept or maintained within the easements described in Exhibit "B", except as permitted or described.

(19) Walls and fences, if any, shall be no higher than eight (8) feet above ground, no opaque or solid fence shall be closer to the front lot line than the front building line of a lot. No chain link fences shall be allowed without written approval of the Committee.

(20) No building for garage, servant's quarters, or other service function of a residence shall be erected or placed upon any lot until construction of the main residence has been started and is actually underway.

(21) No vehicles in excess of One (1) ton capacity shall be permitted to park on streets, drives or easements overnight. Trucks, boats, trailers, vans, campers, etc., shall be garaged or screened by a service area or other similar facility as herein provided, so as to conceal them from view of neighboring lots, or adjacent roadways or easements. No repairing of motor vehicles shall be permitted on any lot unless the same is conducted within a garage. No signs advertising a motor vehicle for sale may be placed upon a vehicle or any lot or upon a vehicle parked on a roadway or easement within the Property. No motor vehicle shall be left parked, abandoned, or otherwise unattended in a specific location on any street, drive or easement for more than five (5) days, nor shall any vehicle which is not in operating condition or not bearing current license plates be placed upon any street, drive, easement or lot closer to the front property line than the rear walls of the residence situated on such lot or a lot contiguous to such street, drive or easement. No construction or maintenance machinery not engaged in work on the Property, including, but not limited to, dump trucks, tractors, mowers, or road graders, may be parked on any lot, street, drive or easement.

(22) No freezers, refrigerators, washers, dryers, or

other household appliances shall be placed on patios, carports, or on any other portion of a lot, except inside the residence or inside a garage or a storage building; provided said storage building has been approved by the Committee.

(23) No sign of any kind shall be displayed to the public view on the Property, except small signs designating names of the residents of the Property or small signs advertising portions of the Property for sale.

(24) The usage of firearms, air rifles, B.B. guns, bow and arrow or other dangerous weapon(s) on the Property is prohibited. The use of a motorcycle, trail bike or other similar vehicle in an obnoxious manner is prohibited.

(25) Clothes lines may be installed on a lot so long as the same is situated behind the rear wall line of the residence on such lot.

(26) Garbage and trash or other refuse accumulated on the Property or in this private residential area shall not be permitted to be dumped at any place upon adjoining land. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(27) All Grantees shall be members of that certain Texas Non-Profit Corporation, known as MOSTYN MANOR PROPERTY OWNERS ASSOCIATION (hereinafter and hereinbefore referred to as the "Association"), subject to the corporate charter, by-laws and rules and regulations promulgated thereunder. However, until a Grantee has received a Deed to a lot or lots within the Property, such Grantee shall not be entitled to voting privileges regarding the business and affairs of the Association. Upon receiving a Deed to a lot or lots within the Property, such Grantee shall have full voting privileges regarding the Association. Declarant shall also be a member of the Association.

Grantee(s) shall abide by the decisions and actions of the Association, its members, directors, officers and/or committees, as the same relate to the implementation and enforcement of these Restrictions, covenants, reservations, conditions, provisions and easements. Provided, however, each Grantee may seek to enforce any one or more of the same to the extent such right of enforcement is not hereinafter vested in the Association.

(28) Except as previously provided, as to each lot, the owner or owners thereof, who have received a Deed, shall have one (1) vote in said Association per lot. In the event more than one (1) person, or a business entity shall have a Deed to a lot, those persons, or business entity named in the Deed to said lot, shall appoint an agent to act on behalf of the ownership of that lot for the purpose of voting for that lot ownership or serving as a Director of the Association. Such appointment shall be evidenced by filing with the Association a written document, signed by all record title owners of said lot, setting forth the name of the agent appointed to vote for said lot ownership or serve as a Director of the Association.

(29) The Association shall be managed by a Board of five (5) Directors, each elected for a term of three (3) years, except as provided in Section 30. All Directors of the Association shall be owners (or agents of owners, as provided in Section 28) of lot(s) within the Property, except for the original Directors, who shall be appointed by the Declarant as provided in Section 30, and who shall be appointed for the terms therein stated. The Directors shall elect the officers of the Association, such officers consisting of a President, a Treasurer, a Secretary, a First Vice-President, and a Second Vice-President. In the event of the resignation, death, insanity, or other incapacity of any officer or director which renders the officer or director incapable of discharging his duty, the President (or in the event of the death or other

incapacity of the President, the next highest ranking Vice-President, Treasurer or Secretary, in that order) shall appoint any lot owner (or lot owner's agent) to serve the balance of the term of such officer or director.

(30) Notwithstanding anything herein contained or contained in the By-laws, the original Directors of the Association shall be named by Declarant and shall serve for the terms below mentioned:

<u>Name of Original Director</u>	<u>Appointed to Serve Until</u>
(1) Director Position 1	August 15, 1982
(2) Director Position 2	August 15, 1982
(3) Director Position 3	August 15, 1983
(4) Director Position 4	August 15, 1983
(5) Director Position 5	August 15, 1983

At the end of their appointed term, the original Directors shall be eligible to serve as elected Directors as more fully provided in the By-laws of the Association.

(31) All lots within the Property, as well as common areas or park areas shall be kept in a neat and orderly condition. Grass and weeds shall be cut regularly and trash, junk, and refuse shall not be kept or allowed on a lot or common area of the Property. In the event of default in the strict performance of this covenant, the Association or its agents or representatives may, without notice or liability to the owner of any lot so in default of this covenant, enter upon such lot and cut grass and weeds thereon, and remove and dispose of trash, junk and refuse. Upon any such work being done by the Association, the Association shall render a written statement of the expenses thereof to the owner of said lot, who shall immediately pay the full amount thereof in cash. Said statement shall be deemed to be an Assessment against said lot for the purposes of these Restrictions and any sums received in payment of such Assessment shall be placed in the "Mostyn Manor Maintenance Fund", as described below.

(32) Service for pick-up of household garbage will be provided through contractual arrangement with an independent contractor and the Association; the independent contractor shall be selected by the Association, and each resident shall pay the proportionate cost of such garbage service attributable to his lot. In the event that such service is not provided or is not available, each resident must provide a method of disposal for household garbage.

(33) It is anticipated that the Association will enter into a contract with a private water company for the supply of potable water to inhabitants of the Property and each Grantee agrees to be bound by the terms thereof. Further, it is anticipated that such a contract will provide that the Association will agree to use its best efforts to cause fees charged to each resident by the water company to be promptly paid. Therefore, for so long as such a contract or any similar contract, for the supply of water shall be in effect, should the owner of any lot fail to make timely payment to the private water company, or other entity providing water pursuant to such a contract, of the said water supply fee, the Association may render a written statement to such lot owner who shall immediately pay the full amount thereof in cash to the Association, which shall then forward said fee to the water company. Said statement shall be deemed to be an Assessment against the lot owned by the delinquent lot owner for the purposes of these Restrictions.

(34) All lots, except Unrestricted Reserves, Surface Use Reserves, and lots which have not been transferred to a Grantee by Declarant, are hereby subject to a maintenance charge for the purpose of creating a fund to be known as "Mostyn Manor Maintenance Fund". However, lots not previously conveyed or sold by Declarant by January 1, 1985, shall be subject to such maintenance charge only after January 1, 1985. Additionally, any lot previously conveyed or sold by Declarant,



which is foreclosed upon by Declarant or forfeited to Declarant, in which Declarant subsequently has legal and equitable title, unless reconveyed to a third party, shall not be subject to such maintenance charge, so long as Declarant holds legal and equitable title, until January 1, 1985. In the event Declarant adds additional land to these Restrictions, as provided in the paragraph immediately preceding "Reservations" herein, the lots contained in such additional land shall become subject to the maintenance charge (a) upon the transfer of any such lots to a Grantee, or (b) five (5) years from the date of the addition of such land to these Restrictions, whichever is earlier, upon the same terms and conditions as previously stated in this Paragraph 34 for the original Property. Such maintenance charge shall not exceed Sixty Dollars (\$60.00) per month (not including charges for water or sewerage, if hereafter provided, which shall be in addition to the \$60.00 monthly limit) for each lot owned by a Grantee upon which a residence is situated, or Twenty Dollars (\$20.00) per month for each lot owned by a Grantee upon which no residence is situated, unless increased as hereinafter set forth (one residence located upon two lots shall be considered the sum of one lot with a residence plus one lot without a residence). However, the initial charge for 1979, shall be set at Ten Dollars (\$10.00) per month for lot(s) upon which a residence is situated, and Five Dollars (\$5.00) per month for lot(s) upon which no residence is situated. Each Grantee shall make payment of assessed maintenance charges to the Mostyn Manor Owners Association annually, payable in advance, on January 1, except that initial maintenance charges due from a Grantee for the balance of the year of closing shall be pro-rated and payable at the closing of title or sale from Declarant to such Grantee. Said maintenance charge may at any time be increased by a majority vote of the members of the Association pursuant to the By-laws of the Association. Any such action shall be effective upon the adoption by the Association of a resolution for such purpose

acknowledged by its Secretary and the filing of same for record in the office of the County Clerk of Montgomery County, Texas. All such maintenance charges shall be considered to be Assessments for the purposes of these Restrictions and the Association shall have all rights and remedies relative to the collection of said Assessment amounts as the same are set forth below. The Association shall apply the total maintenance fund, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes and may pledge, assign, transfer, convey, hypothecate, collaterally assign or otherwise encumber such fund in order to accomplish any such purposes: (a) constructing and maintaining sport and recreational facilities; (b) improving, beautifying and maintaining parks, parkways, common areas and private easements of access and utility; (c) collecting and disposing of garbage, ashes, rubbish and the like; (d) payment of legal and other expenses incurred in connection with the enforcement of all recorded restrictions, covenants, reservations, conditions, provisions and easements affecting the Property; (e) payment of all reasonable and necessary expenses in connection with the collection and administration of said maintenance charge and any other Assessments; (f) employing policemen, watchmen and security guards; (g) providing fire protection; (h) providing and maintaining water or sewerage or drainage; (i) subsidizing bus service; (j) and doing any other thing necessary or desirable in the opinion of the Association to maintain the Property in good order, or which the Association considers of general benefit to the owners or occupants of the Property; it being understood that the judgment of the Board of Directors of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith and pursuant to the By-laws of the Association and so long as the purpose of each such expenditure is consistent with these Restrictions.

Such maintenance charge shall remain effective in all events through and including the charges and assessments due August 15, 1999, and shall automatically thereafter be extended for successive periods of ten (10) years each; provided, however, that a majority of the members of the Association may vote to revoke such maintenance charge effective on either August 15, 2000, or effective on any successive ten (10) year period thereafter. Such action shall be effective upon the adoption by the Association of a resolution for such purpose acknowledged by its Secretary and the filing of same for record in the office of the County Clerk of Montgomery County, Texas, at any time prior to August 15, 1998, or at any time prior to two (2) years preceding the expiration date of any successive ten (10) year period.

(35) Should the amount in the aforesaid Maintenance Fund be insufficient to carry out the purposes set forth in Section 34, above, upon the affirmative vote of not less than three-fourths (3/4) of those votes able to be cast in the Association, the Association may levy a special Assessment against each lot in an amount determined by said vote, which special Assessment shall be collectible on the same per lot basis as the regular annual maintenance charge and may be made to be due and payable not sooner than thirty (30) days from the date said vote is taken.

(36) All Assessments hereinabove referred to, whether special or otherwise, together with interest thereon and costs of collection thereof, shall be a charge on each lot and shall be a continuing lien upon each lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof, shall also be a personal obligation of the lot owner at the time the Assessment becomes due. If any such Assessment is not paid on its due date, then such Assessment shall become delinquent and shall, together with interest due thereon and costs of collec-

tion thereof, thereupon becomes a continuing lien on the lot to which the Assessment applies, and such lien shall bind that lot owner, his heirs, devisees, personal representatives and assigns. If any Assessment is not paid within fifteen (15) days of its due date, there shall be added to the Assessment a fee of Ten Dollars (\$10.00) to cover collection services. If the Assessment is not paid within thirty (30) days after its due date, the Assessment shall commence bearing interest at the rate of Nine Percent (9%) per annum. The Association may thereafter bring an action at law against the lot owner personally obligated to pay the delinquent Assessment, or may foreclose its lien against the lot to which the delinquent Assessment applies, and in either such case there shall be added to the amount of such Assessment the costs of collection, court costs and of attorney's fees reasonably incurred by the Association with respect to such collection. In the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee together with the court costs and other reasonable costs of collection.

(37) Notwithstanding anything contained herein to the contrary, the lien to secure an Assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now existing or hereafter placed upon any lot subject to Assessment; provided, however, that such subordination shall be limited only to those Assessments which have become due and payable prior to a foreclosure of such lot under any such mortgage or mortgages. Such foreclosure shall not relieve such lot from liability for any Assessment thereafter becoming due, nor from the lien of any such subsequent Assessment.

(38) Declarant reserves unto itself and its successors and assigns the right for a period of three (3) years from the date hereof to modify these Restrictions with reference to location of setback or sideline building restrictions

and to modify the boundaries of the easements designated herein, but such modification must be in writing and appropriately filed of record with the County Clerk of Montgomery County, Texas; provided, however, Declarant shall only have the right to modify these Restrictions as to lots not previously conveyed or sold by Declarant at the time of any modification by Declarant made pursuant hereto.

(39) If any of the aforesaid Restrictions, covenants, reservations, conditions, provisions or easements are violated, it shall be lawful for the Declarant, the "Association" or any Grantee(s) to enforce the performance of said Restrictions and to enjoin the violation or attempted violation of same. Any such person or persons may prosecute any proceedings at law or in equity against any person or persons so violating or attempting to violate same, and in addition thereto, shall be entitled to injunctive relief, and shall also be entitled to any damages arising by reason of violations of these Restrictions, covenants, reservations, conditions, provisions and easements. Further, the party prevailing in any such proceeding at law or in equity shall be entitled to collect from the losing party, reasonable attorney's fees incurred in connection with the prevailing party's prosecution or defense of its position, as the case may be; provided, however, so long as any appeal is outstanding by any such losing party, such amounts shall not be payable until the rendition of a final judgment which is not appealable. Invalidation of any one of the Restrictions, covenants, reservations, conditions, provisions, easements or of any of the terms or provisions of the Association by judgment or a court order shall in no wise affect any of the other Restrictions, covenants, reservations, conditions, provisions, easements and terms and provisions of the Association, contained herein, but the same shall remain in full force and effect.

(40) With respect to voting rights in the Association,

only those parties who are record owners with a recorded Deed to a lot or lots within the Property at the time of the taking of any vote of the Association shall be entitled to vote. Any references herein to "residents", "inhabitants", "occupants", "members of the Association", "Grantee(s)", "owners" or any other reference indicating an interest in the Property of the Association shall be liable for assessments, and bound by these Restrictions and the Articles of Incorporation, By-laws, rules and regulations of the Association. However, Declarant shall be obligated to pay assessments only in accordance with the terms and conditions stated herein, during the time Declarant holds both legal and equitable title to a lot or lots within the Property.

Joinder by Record Lienholders

(1) Declarant is the owner of that certain three-hundred and one (301) acre tract, more or less, previously referred to herein. Said three hundred and one (301) acre tract, more or less, is comprised of four (4) separate tracts of land deeded, granted and conveyed to Declarant and includes the Property. For purposes of these Restrictions, the balance of the three hundred and one (301) acre tract, more or less, excluding the Property, shall be referred to as the "Remaining Property", as further described in Exhibit "A".

(2) The lienholders of record for the Property and the Remaining Property are Mitchell Development Corporation of the Southwest; Randal A. Hendricks, Trustee; and Randal A. Hendricks, Individually (hereinafter collectively referred to as the "Record Lienholders").

(3) For purposes of improving, developing and marketing the Property and the Remaining Property, the Record Lienholders hereby accept and agree to the Declarations, Restrictions, Covenants, Reservations, Conditions and Easements and other provisions contained in this document.

(4) Accordingly, the Record Lienholders join

003-01-2053

Declarant herein in the creation and implementation of the Restrictions upon the Property and the Remaining Property, pursuant to these Restrictions.

EXECUTED this 13TH day of SEPTEMBER, 1979.

MOSTYN MANOR DEVELOPMENT COMPANY, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
BY: ARDLIET CORPORATION, A TEXAS CORPORATION, GENERAL PARTNER

By David B. Hendricks  
VICE-PRESIDENT

ATTEST:

Charba Jankovskay  
Assistant Secretary

MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, A TEXAS CORPORATION

By P. Vernon Robbins, Vice-President

ATTEST:  
  
Wm. Smith  
Asst. Secretary

Randal A. Hendricks Trustee  
RANDAL A. HENDRICKS, TRUSTEE

Randal A. Hendricks  
RANDAL A. HENDRICKS, INDIVIDUALLY

THE STATE OF TEXAS §  
§ ss:  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID B. HENDRICKS, as VICE-PRESIDENT of ARDLIET CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND and official seal of office this

003-01-2054

13th day of SEPTEMBER, 1979.



Michael S. Tomacic

NOTARY PUBLIC in and for  
HARRIS COUNTY, T E X A S

MICHAEL S. TOMACIC

My Commission expires:

April 30, 1981

THE STATE OF TEXAS       §  
                                  §       ss:  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared P. VERNON ROBBINS, as Vice-President of MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

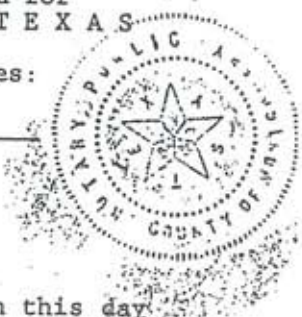
GIVEN UNDER MY HAND and official seal of office this 8<sup>th</sup> day of November, 1979.

Carol K. Stahl

NOTARY PUBLIC in and for  
MONTGOMERY COUNTY, T E X A S

My Commission expires:

6-8-81



THE STATE OF TEXAS       §  
                                  §       ss:  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared RANDAL A. HENDRICKS, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the foregoing instrument for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND and official seal of office



this 13TH day of SEPTEMBER, 1979.



Michael A. Tomasic  
 NOTARY PUBLIC in and for  
 HARRIS COUNTY, T E X A S

MICHAEL S. TOMASIC  
 My Commission expires:

April 30, 1981

THE STATE OF TEXAS   §  
   §   ss:  
 COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared RANDAL A. HENDRICKS, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the foregoing instrument for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND and official seal of office  
 this 13TH day of SEPTEMBER, 1979.



Michael A. Tomasic  
 NOTARY PUBLIC in and for  
 HARRIS COUNTY, T E X A S

MICHAEL S. TOMASIC  
 My Commission expires:

April 30, 1981

BEING 301.398 acres of land in the Cyrus Wickson, A-600, and the J. B. Richards, A-449 Surveys, Montgomery County, Texas, and being same land called 306.49 acres in Deed from J. Damuth to Grogan-Cochran Lumber Co. recorded in Vol. 318, Pg. 267 of County Deed Records, said 301.398 acres being described as follows:

BEGINNING at a 2 inch iron pipe at an 8 inch creosote fence corner in the West line of T. J. Nichols Survey, A-397, and the East line of the Cyrus Wickson Survey at the intersection with the North right-of-way line of F M Hwy 1488 (100 feet wide) also the SW corner of Frank and Thomas McWhorter 2949.77 acre tract recorded in Vol. 234, Pg. 464 of M.C.D.R. for the SE corner of herein described tract;

THENCE N. 00 deg 29 min 40 sec E., with the West line of said McWhorter 2949.77 acre tract, also the West line of the T. J. Nichols Survey and the East line of the Cyrus Wickson Survey for a distance of 4868.75 feet to a 1 inch iron pipe found marking the SE corner of H. S. Alexander 25.15 acre tract recorded in Vol. 534, Pg. 628 of M.C.D.R. from which a 24 inch Black Gum mkd x brs S. 05 deg 20 min E., 8.0 feet;

THENCE S. 76 deg 12 min 10 sec W., with the South line of said Alexander 25.15 acre tract for a distance of 1870.46 feet to an iron rod set at our call position as per Deed to Grogan-Cochran Lbr.co. recorded in Vol. 318, Pg. 267, same being SE corner of G. V. Hosford 2.26 acre tract recorded in Vol. 696, Pg. 732 of M.C.D.R., from which at 10 inch Post Oak mkd X (old) brs N. 05 deg 30 sec W., 10.5 feet;

THENCE N. 87 deg 47 min 45 sec W., with the South line of Hosford tract for a distance of 743.90 feet (call distance) to a 1 inch iron pipe found marking the SW corner of G. B. Hosford 58.48 acre tract recorded in Vol. 262, Pg. 484 of M.C.D.R., from which a 14 inch Post Oak mkd x (old) brs N. 82 deg 20 min W., 15.7 feet;

THENCE N. 00 deg 15 min 15 sec E., with the West line of said Hosford 58.48 acre tract for a distance of 658.30 feet to a 1 inch iron pipe found marking at fence corner the upper corner of E. J. Damuth 80.00 acre tract recorded in Vol. 205, Pg. 206 of M.C.D.R.;

THENCE S. 89 deg 43 min 55 sec W., with the upper South line of said Damuth 80.00 acre tract for a distance of 448.87 feet to a 1 1/4 inch iron pipe in fence found marking an inside corner of Damuth tract from which a 11 inch Sweet Gum mkd x brs East, 2.0 feet and a 1 inch Sweet Gum mkd x brs S. 66 deg 40 min E., 18.6 feet;

THENCE S. 00 deg 39 min 10 sec W., with one East line of Damuth 80.0 acre tract for a distance of 2762.75 feet to a 1 1/2 inch iron pipe found marking an inside corner at fer corner of Damuth 47.31 acre tract recorded in Vol. 191, Pg. 238 of M.C.D.R., from which a 6 inch Red Oak mkd x brs N 38 deg 10 min W., 6.7 feet and an 18 inch Pine mkd x brs S. 75 deg 10 sec W., 3.5 feet;

THENCE S. 89 deg 38 min 45 sec E., with the lower North line of Damuth 47.31 acre for a distance of 318.13 feet to a 1 3/4 inch iron pipe found marking his lower NE corner from which an 11 inch Pine mkd x brs West, 0.8 feet;

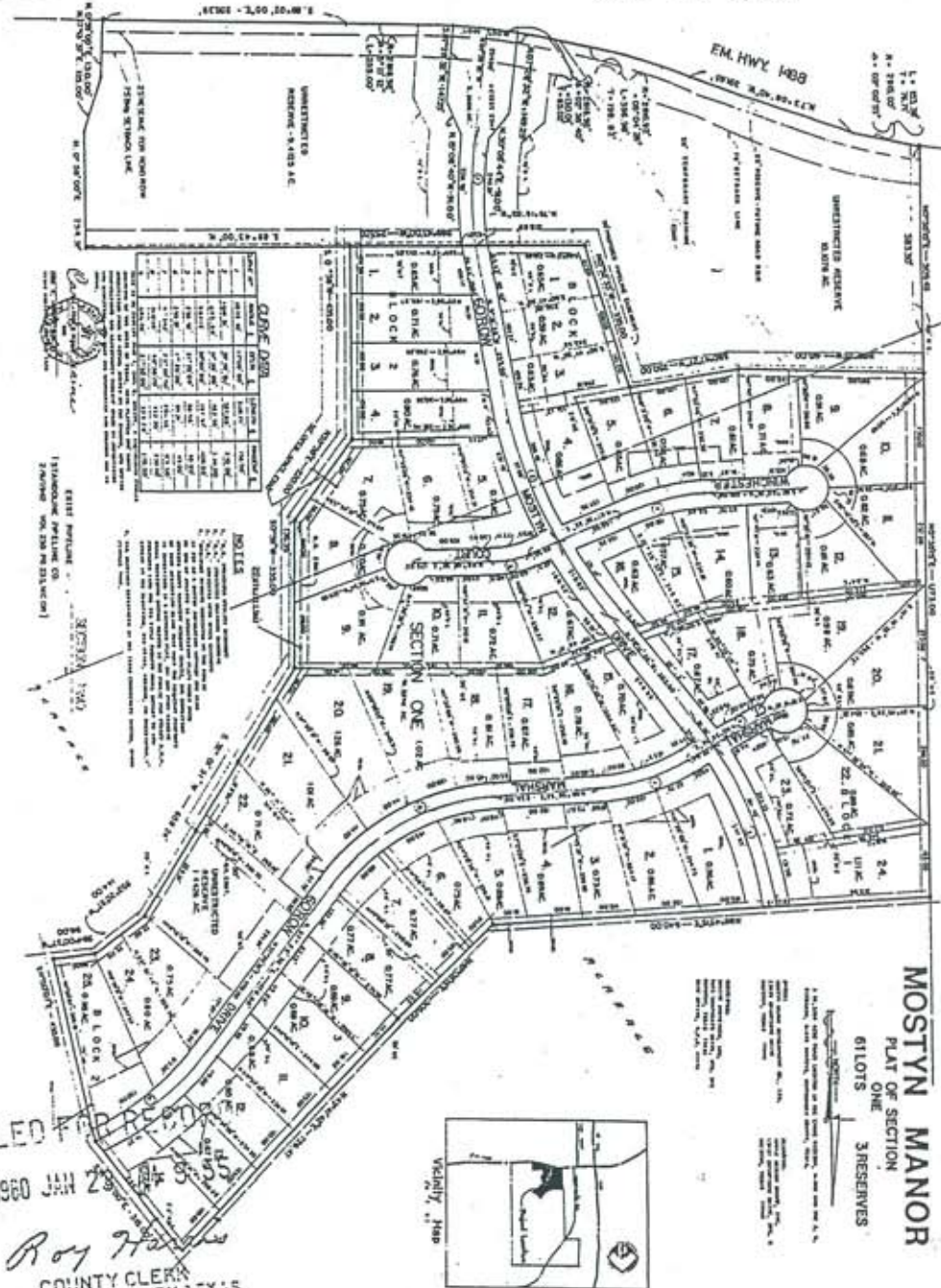
THENCE S. 00 deg 35 min 15 sec W., with the East line of Damuth 47.31 acre tract at 791 feet pass its SE corner and the NE corner of E. J. Damuth 36.13 acre tract recorded in Vol. 191, Pg. 236 in the North line of the J. B. Richards Survey and the upper South line of the Cyrus Wickson Survey, continuing on at 2003.64 feet pass a 3 inch iron pipe found in the upper South line of the Richards Survey and the Lower NW corner of the Cyrus Wickson Survey, and continue on same course in all a total distance of 2044.49 feet to iron rod set for corner at intersection with North right-of-way line of F.M. Hwy 1488 on curve to the right;

THENCE with the North right-of-way line of FM Hwy 1488 on a curve to the right having a central angle of 03 deg 01 min 20 sec and a radius of 2915.0 feet for a distance of 153 feet (cord brs S. 74 deg 39 min 20 sec E., 153.72 feet) to a concrete monument found marking the end of said curve;

THENCE S. 73 deg 08 min 40 sec E., continue with the North right-of-way line of FM Hwy 1488 for a distance of 391.65 feet to a concrete monument found marking the beginning of curve to the left;

THENCE along said curve to the left having a central angle of 15 deg 54 min 20 sec and radius of 2816.92 feet for a distance of 781.99 feet (cord brs S. 81 deg 06 min 45 sec E. 779.48 feet) to a concrete monument found marking the end of said curve;

THENCE S. 89 deg 02 min 00 sec E., continue with the North right-of-way line of FM Hwy 1488 at 1111.77 feet pass a concrete monument and continue on in all a distance of 1405 feet to the point of BEGINNING and containing 301.398 acres of land, which includes 0.2 acres encroachments and approximately 1.02 acres in a used blacktopped roadway 40 feet wide.



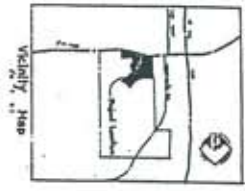
**CLONE DATA**

Lot No.	Area (sq. ft.)	Area (sq. m.)	Area (ac.)
1	10,000	929	0.22
2	10,000	929	0.22
3	10,000	929	0.22
4	10,000	929	0.22
5	10,000	929	0.22
6	10,000	929	0.22
7	10,000	929	0.22
8	10,000	929	0.22
9	10,000	929	0.22
10	10,000	929	0.22
11	10,000	929	0.22
12	10,000	929	0.22
13	10,000	929	0.22
14	10,000	929	0.22
15	10,000	929	0.22
16	10,000	929	0.22
17	10,000	929	0.22
18	10,000	929	0.22
19	10,000	929	0.22
20	10,000	929	0.22
21	10,000	929	0.22
22	10,000	929	0.22
23	10,000	929	0.22
24	10,000	929	0.22

**NOTES**

1. ALL LOTS ARE UNIMPROVED.
2. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN HEREON.
3. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN HEREON.
4. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN HEREON.
5. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN HEREON.
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23. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN HEREON.
24. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN HEREON.

**MOSTYN MANOR**  
 PLAT OF SECTION  
 61 LOTS  
 3 RESERVES



FILED FOR RECORD  
 1960 JAN 29 AM 9:50  
 Roy H. ...  
 COUNTY CLERK  
 MONTGOMERY COUNTY, TEXAS

FINAL PLAT <input type="checkbox"/> Produced <input type="checkbox"/> Constructed <input type="checkbox"/> As Shown	<b>MOSTYN MANOR SECTION I</b>		13027 Champions Drive, Suite 81 Houston, Texas 77059 (713) 440-4530
	<b>APPLE DESIGN GROUP INC.</b>		ARCHITECTS AND PLANNERS
	2000 West Loop South, Suite 1000 Houston, Texas 77027		ARCHITECTS AND PLANNERS
	13027 Champions Drive, Suite 81 Houston, Texas 77059 (713) 440-4530		ARCHITECTS AND PLANNERS

AMENDMENT TO RESTRICTIONS  
OF MOSTYN MANOR

REAL PROPERTY RECORDS

8329712

THE STATE OF TEXAS            X  
COUNTY OF MONTGOMERY       X            KNOW ALL MEN BY THESE PRESENTS:

THIS INSTRUMENT shall constitute an Agreement by all of the record title owners to effect a change in the amount of the minimum allowable living area for the main structure of any residential structure as set forth in previously filed and recorded instrument.

THAT, WHEREAS, by instrument called "Restrictions, Covenants, Reservations and Conditions and Creation of Property Owners' Association", recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File Number 8002830 dated January 23, 1980 (hereinafter called the "Instrument"), Mostyn Manor Development Company, Limited, a Texas limited partnership, fixed and adopted certain restrictions, covenants, reservations, conditions and other provisions which run with the land designated in the Instrument (hereinafter called the "Property") also described in Exhibit "A", which is attached hereto and made a part hereof for all purposes;

WHEREAS, in said Instrument under Restrictions, paragraph 11, it is provided:

The living area of the main structure of any residential structure shall not be less than One Thousand Four Hundred (1400) square feet, including finished porches with foundations, roofs, and final trim, but excluding garages and unfinished porches without foundation, roof and final trim.

WHEREAS, the present owners of the Property desire to change the aforementioned restriction described in said Instrument;

NOW, THEREFORE, the undersigned hereby agree that paragraph 11, under Restrictions, shall now read:

The living area of the main structure of any residential structure shall not be less than One Thousand Eight Hundred (1800) square feet, including finished porches with foundations, roofs and final trim, but excluding garages and unfinished porches without foundation, roof and final trim.

Randal A. Hendricks, Trustee  
Randal A. Hendricks, Trustee  
Lienholder

Randal A. Hendricks  
Randal A. Hendricks, Individually  
Lienholder

MITCHELL DEVELOPMENT CORP. OF THE SOUTHWEST,  
A Texas Corporation  
Lienholder

By Edward Dreiss *ed*  
Edward Dreiss, Senior Vice President

THE STATE OF TEXAS    X  
COUNTY OF HARRIS    X

Before me, the undersigned authority, on this day personally appeared David B. Hendricks, Vice President of Ardliet Corporation, General Partner of Mostyn Manor Development Company, Limited, a Texas limited partnership, 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 Ardliet Corporation and Mostyn Manor Development Company, Limited.

Given under my hand and seal of office on this the 24th day of January, 1983.



Charlsa Tankersley  
Notary Public in and for  
State of Texas

CHARLSA TANKERSLEY  
Notary Public, State of Texas  
My Commission Expires July 17, 1985

THE STATE OF TEXAS    X  
COUNTY OF Tarrant    X

Before me, the undersigned authority, on this day personally appeared Mr. and Mrs. Boyd Hinkle, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 24th day of March, 1983.



Karon Sue Cearley  
Notary Public in and for  
State of Texas

KARON SUE CEARLEY  
Notary Public - State of Texas  
My Comm. Expires Nov. 4, 1985

Except for the changes herein expressed, the undersigned agree that all other provisions of said Instrument shall remain unchanged.

EXECUTED this 21st day of January, 1983.

MOSTYN MANOR DEVELOPMENT COMPANY, LIMITED,  
A Texas Limited Partnership  
Owner of all the Property except  
Lot 8, Block 1, Section 1  
Lot 12, Block 3, Section 1  
Lot 4, Block 3, Section 1  
Lot 15, Block 1, Section 1

By: Ardliet Corporation, a Texas  
Corporation, General Partner

By David Botendicks

Owners of Lot 8, Block 1, Section 1  
Mr. and Mrs. Boyd Hinkle

Boyd Hinkle  
Mr. Boyd Hinkle

Mrs. Boyd Hinkle  
Mrs. Boyd Hinkle

Owners of Lot 12, Block 3, Section 1  
Mr. and Mrs. Fritz Kleiner

Fritz Kleiner  
Mr. Fritz Kleiner

Munich, Germany  
February 14, 1983

Katharina L. Kleiner  
Mrs. ~~Edith~~ Kleiner Katharina KLEINER

Owners of Lot 4, Block 3, Section 1  
Mr. and Mrs. Edward Lipp

Edward Lipp  
Mr. Edward Lipp

Mrs. Edward D. (Virginia L.) Lipp  
Mrs. Edward Lipp  
Virginia L. Lipp

Owner of Lot 15, Block 1, Section 1  
Virginia L. Lipp

Virginia L. Lipp  
Virginia L. Lipp

Certificate of Acknowledgment of Execution of an Instrument

(Country)  
FEDERAL REPUBLIC OF GERMANY  
LAND BAVARIA  
CITY OF MUNICH  
CONSULATE GENERAL OF THE UNITED STATES OF AMERICA  
SS: }  
(Name of foreign service office)

I, Brian M. FLORA Consul  
of the United States of America at Munich, Germany

duly commissioned and qualified, do hereby certify that on this 14th  
day of February 1983  
(DATE) before me personally appeared

Fritz KLEINER and Katharina Helene KLEINER aka Katharina KLEINER  
to me personally known, and known to me to be the individuals described in, whose  
names are subscribed to, and who executed the annexed instrument, and being  
informed by me of the contents of said instrument, they duly acknowledged to me  
that they executed the same freely and voluntarily for the uses and purposes therein  
mentioned.



In witness whereof I have hereunto set my hand and  
official seal the day and year last above written.

Brian M. Flora  
Brian M. Flora  
Consul of the United States of America

Service No. \_\_\_\_\_  
Tariff Item No. 46  
Fee Paid: U.S. \$ 4.00  
Local Cy. equiv. DM 10.00  
U.S. GPO: 1983-0-111-133/5278

NOTE.—Wherever practicable all signatures to a document should be included in one certificate.

expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 24th day of  
March, 1983.



Karon Sue Cearley  
Notary Public in and for  
State of Texas

KARON SUE CEARLEY  
Notary Public - State of Texas  
My Comm. Expires Nov. 4, 1985

Fritz Kleiner X  
Katherine Klein X

Before me, the undersigned (consul) (vice consul) (consular officer) of \_\_\_\_\_, residing in \_\_\_\_\_, on this day personally appeared Mr. and Mrs. Fritz Kleiner, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the \_\_\_\_ day of \_\_\_\_\_, 1983.

Title \_\_\_\_\_  
Printed Name \_\_\_\_\_

THE STATE OF TEXAS X  
COUNTY OF Tarrant X

Before me, the undersigned authority, on this day personally appeared Mr. and Mrs. Edward Lipp, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 24th day of March, 1983.



Karon Sue Cearley  
Notary Public in and for  
State of Texas

KARON SUE CEARLEY  
Notary Public - State of Texas  
My Comm. Expires Nov. 4, 1985

THE STATE OF TEXAS X  
COUNTY OF Tarrant X

Before me, the undersigned authority, on this day personally appeared Virginia L. Lipp, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 24th day of March, 1983.



Karon Sue Cearley  
Notary Public in and for  
State of Texas

KARON SUE CEARLEY  
Notary Public - State of Texas  
My Comm. Expires Nov. 4, 1985



THE STATE OF TEXAS X  
COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared Randal A. Hendricks, Trustee, 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, and in the capacity therein stated.

Given under my hand and seal of office on this the 24th day of January, 1983.



Charlsa Tankersley  
Notary Public in and for  
State of Texas

CHARLSA TANKERSLEY,  
Notary Public, State of Texas  
My Commission Expires July 12, 1985

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared Randal A. Hendricks, 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, and in the capacity therein stated.

Given under my hand and seal of office on this the 24th day of January, 1983.



Charlsa Tankersley  
Notary Public in and for  
State of Texas

CHARLSA TANKERSLEY,  
Notary Public, State of Texas  
My Commission Expires July 12, 1985

THE STATE OF TEXAS X  
COUNTY OF Montgomery X

Before me, the undersigned authority, on this day personally appeared Eduard Dreiss, Senior Vice President of Mitchell Development Corporation of the Southwest, 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 therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 3rd day of June, 1983.



Vivian Webb  
Notary Public in and for  
State of Texas

Vivian Webb  
My commission expires the  
12th day of May, 1985

79.6863 acres of land in the Cyrus Wickson Survey, A-600, and the J. B. Richards Survey, A-449, Montgomery County, Texas, and being a part of same land described in deed from E. J. Damuth to Grogan-Cochran Lumber Co. and recorded in Vol. 318, Pg. 267 of the County Deed Records, said 79.6863 acres being described as follows:

BEGINNING at an iron rod marking the S.W. Corner of said Grogan - Cochran Lbr. Co. tract in the north right-of-way line of F. M. Highway 1488 (100 feet wide), this being the S.W. Corner of herein described tract of land;

THENCE N. 00°35'15" E. at 40.85 feet pass a 3" iron pipe marking the S.E. Corner of Damuth 36.13 acre tract recorded in Vol. 191, Pg. 236, M.C.D.R., and continuing along his east line and the west line of Grogan - Cochran Lbr. Co. tract for a distance of 2044.49 feet to a 1 3/4" iron pipe found marking an inside corner of said Grogan - Cochran tract also the N.E. Corner of Damuth 47.31 acre tract recorded in Vol. 191, Pg. 238, M.C.D.R., from whence an 11" Pine mkd x brs West 0.8 feet;

THENCE N. 89°38'45" W. along the upper south line of Grogan - Cochran Lbr. Co. tract and north line of 47.31 acre Damuth tract for a distance of 318.13 feet to a 1 1/2" iron pipe found marking the upper S.W. Corner of said Grogan - Cochran tract from whence a 6" Red Oak mkd x brs N. 38°10' W., 6.7 feet and a 18" Pine mkd x brs S. 75°10' W., 3.5 feet;

THENCE N. 00°39'10" E. along the upper west line of Grogan - Cochran Lbr. Co. tract for a distance of 2762.75 feet to a 1 1/2" iron pipe found marking the N.W. Corner of same from whence an 11" Sw. Gum mkd x brs East 2.0 feet and a 10" Sw. Gum mkd x brs S. 66°40' E., 18.6 feet;

THENCE N. 89°43'55" E., along the north line of said Grogan-Cochran tract for a distance of 448.87 feet to a 1" iron pipe for its upper northeast corner;

THENCE S. 00°15'15" W., along the upper east line of said Grogan-Cochran tract for a distance of 658.30 feet to a 1" iron pipe found for an inside corner of same from whence a 14" Post Oak mkd. X brs. N. 82°20' W., 15.7 feet;

THENCE S. 87°47'45" E., along the lower north line of said Grogan-Cochran tract and south line of G.B. Hosford 58.48 acre tract recorded in Vol. 262, Page 484, M.C.D.R., for a distance of 220.0 feet to a point for corner in the center line of a used blacktop roadway;

THENCE S. 37°43'52" W., along the center line of said blacktop roadway for a distance of 558.38 feet to a point for corner;

THENCE S. 52°16'08" E., for a distance of 825.20 feet to a point for corner;

THENCE S. 00°29'40" W., for a distance of 3395.05 feet to a point for corner in the north line of said F.M. Hwy. 1488 on a curve to the right, said point being the southeast corner of herein described tract;

THENCE along the north line of said F.M. Hwy. 1488 on a curve to the right for a distance of 164.41 feet, (said curve having a radius of 2816.92 feet) to a conc. mon. found marking the end of said curve;

THENCE N. 73°08'40" W., continuing along the north line of said F.M. Hwy. 1488 for a distance of 391.65 feet to a conc. mon. found marking the beginning of a curve to the left;

THENCE along said curve to the left for a distance of 153.74 feet ( said curve having a radius of 2915.0 feet )

REPRODUCTION OF ORIGINAL INSTRUMENT  
At the time of recording, this instrument was  
not to be substituted for the best photostatic  
reproduction because of illegibility, partial  
obliteration, faded paper, etc. All back-  
ground, annotations and changes were present at the  
time the instrument was filed and recorded.

210-01-1312

BEING 80.1781 acres of land in the Cyrus Wickson Survey, A-600, J.B. Ruhlwa  
Montgomery County, Texas, and being a part of same land in  
deed from E.J. Damuth to Grogan-Cochran Lumber Co. recorded in  
Vol. 318, Page 267, of County Deed Records, said 80.1781 acres  
being described as follows:

COMMENCING at a 2" iron pipe at an 8" creosote fence corner in  
the west line of the T.J. Nichols Survey, A-397, and the east  
line of the C. Wickson Survey, at the intersection with the  
north R.O.W. line of F.M. Hwy. 1488 (100' wide) also the  
southwest corner of Frank and Thomas McWhorter 2949.77 acre  
tract recorded in Vol. 234, Page 464, M.C.D.R.;

THENCE N.89°02'00"W., along the north line of F.M. Hwy. 1488  
for a distance of 1312.88 feet to the BEGINNING POINT of herein  
described 80.1781 acre tract;

THENCE N.00°29'40"E., on a line parallel to the east line of  
above mentioned Grogan-Cochran Lbr. Co. tract for a distance  
of 4523.50 feet to point for the northeast corner of herein  
described tract in the south line of H.S. Alexander 25.15  
acre tract recorded in Vol. 534, Page 628, M.C.D.R.;

THENCE S.76°12'10"W., along the south line of said Alexander  
tract for a distance of 515.70 feet to an iron rod for angle  
point in the north line of said Grogan-Cochran tract and the  
south line of G.B. Hosford 58.48 acre tract recorded in Vol.  
262, Page 484, M.C.D.R., from whence a 10" Post Oak mkd. x  
brs. N.05°30'W., 10.5 feet;

THENCE N.87°47'45"W.; continuing along the north line of said  
Grogan-Cochran tract and the south line of G.B. Hosford tract  
for a distance of 523.90 feet to point for corner in the  
center line of a used blacktop roadway;

THENCE S.37°43'52"W., along the center line of said blacktop  
roadway for a distance of 558.38 feet to a point for corner;

THENCE S.52°16'08"E., for a distance of 825.20 feet to a  
point for corner;

THENCE S.00°29'40"W., on a line parallel to the east line of  
said Grogan-Cochran tract for a distance of 3395.05 feet to  
a point for corner in the north R.O.W. line of F.M. Hwy. 1488  
on a curve to the left;

THENCE along the north line of said F.M. Hwy. 1488 on a curve  
to the left for a distance of 617.58 feet, (said curve having  
a radius of 2816.92 feet) to a conc. mon. found marking the  
end of said curve;

THENCE S.89°02'00"E., continuing along the north line of said  
F.M. Hwy. 1488 for a distance of 92.21 feet to the point of  
beginning and containing 80.1781 acres of land.

210-01-1313

BEING 75.2260 acres of land in the Cyrus Wickson Survey, A-600, Montgomery County, Texas, and being a part of same land in deed from E.J. Damuth to Grogan-Cochran Lumber Co. recorded in Vol. 318, Page 267, of County Deed Records, said 75.2260 acres being described as follows:

COMMENCING at a 2" iron pipe at an 8" cre. fence corner in the west line of the T.J. Nichols Survey, A-397, and the east line of the C. Wickson Survey, at the intersection with the north R.O.W. line of F.M. Hwy. 1488 (100' wide) also the southwest corner of Frank and Thomas McWhorter 2949.77 acre tract recorded in Vol. 234, Page 464, M.C.D.R.;

THENCE N.89°02'00"W., along the north line of F.M. Hwy. 1488 for a distance of 603.09 feet to the BEGINNING POINT of herein described 75.2260 acre tract;

THENCE N.00°29'40"E., for a distance of 4710.15 feet to point for the northeast corner of herein described tract in the south line of H.S. Alexander 25.15 acre tract recorded in Vol. 534, Page 628, M.C.D.R.;

THENCE S.76°12'10"W., along the south line of said Alexander 25.15 acre tract for a distance of 732.43 feet to a point for the northwest corner of herein described tract;

THENCE S.00°29'40"W., for a distance of 4523.50 feet to a point for corner in the north R.O.W. line of F.M. Hwy. 1488;

THENCE S.89°02'00"E., along the north line of F.M. Hwy. 1488 for a distance of 709.79 feet to the point of beginning and containing 75.2260 acres of land.

210-01-1314

BEING 66.3076 acres of land in the Cyrus Wickson Survey, A-600, Montgomery County, Texas, and being a part of same land in deed from E.J. Damuth to Grogan-Cochran Lumber Co. recorded in Vol. 418, Page 267, of County Deed Records, said 66.3076 acres being described as follows:

BEGINNING at a 2" iron pipe at an 8" creosote fence corner in the west line of the T.J. Nichols Survey, A-397, and the east line of the C. Wickson Survey, at the intersection with the north R.O.W. line of F.M. Hwy. 1488 (100' wide) also the southwest corner of Frank and Thomas McWhorter 2949.77 acre tract recorded in Vol. 234, Page 464, M.C.D.R. for the southeast corner of herein described tract;

HENCE N.00°29'40"E., with the west line of said McWhorter 2949.77 acre tract, also the west line of the T.J. Nichols survey, and the east line of the Cyrus Wickson Survey for a distance of 4868.75 feet to a 1" iron pipe found marking the outcast corner of H.S. Alexander 25.15 acre tract recorded in Vol. 534, Page 628, M.C.D.R. from whence a 24" Black Gum bears S.05°20'E., 8.0 feet;

HENCE S.76°12'10"W., with the south line of said Alexander 25.15 acre tract for a distance of 622.33 feet to a point for corner;

HENCE S.00°29'40"W., for a distance of 4710.15 feet to a point for corner in the north R.O.W. line of said F.M. Hwy. 1488;

HENCE S.89°02'00"E., along the north line of Hwy. 1488 at 2949.77 feet pass a conc. mon. and continue on in all a distance of 603.09 feet to the point of beginning and containing 66.3076 acres of land.

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS  
COUNTY OF MONTGOMERY }  
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the official Public Records of Real Property of Montgomery County, Texas.

1583 JUN 20 PM 4:40  
*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

JUN 20 1983



*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

Return to: Randal A. Hendricks  
13029 Champions Drive  
Houston, Texas 77069

SECOND AMENDMENT TO RESTRICTIONS,  
COVENANTS AND CONDITIONS

MOSTYN MANOR SECTION ONE

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, by instrument called "Restrictions, Covenants, Reservations and Conditions and Creation of Property Owners' Association", recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File Number 8002830 dated January 23, 1980 (hereinafter called the "Restrictions"), Mostyn Manor Development Company, Limited, (hereinafter called the "Declarant"), a Texas limited partnership, fixed and adopted certain restrictions, covenants, reservations, conditions and other provisions which run with the land designated in the Restrictions (hereinafter called the "Property") also described in Exhibit "A", which is attached hereto and made a part hereof for all purposes;

WHEREAS, by instrument called "Amendment to Restrictions of Mostyn Manor" (hereinafter called the "Amendment"), recorded in the Real Property Records of Montgomery County, Texas, under File Number 8329712, dated January 21, 1983, the minimum living area of residential structures was increased from 1,400 s.f. to 1,800 s.f.;

WHEREAS, the property description in the Amendment was in error because it described four tracts of land (being in total the property described in Exhibit "A" to the Restrictions), when it should have been Exhibit "B" to the Restrictions;

WHEREAS, the Restrictions provide that property owners holding legal title to a majority of the square foot area of the Property may release, alter, amend or change the Restrictions by filing an amendment thereto on or before August 15, 1997, such amendment to be effective on August 15, 1999;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that the Declarant currently owns a majority of the square footage area of the Property and desires to amend the Amendment to correct the error in the description of the property restricted by the Amendment and to make additional amendments to the Restrictions, all as follows:

- 1. The legal description of the property to be restricted by the Amendment shall be as shown on Exhibit "A" attached hereto.

2. Reservations, Section (1) - the word "easements" in the last line of the paragraph shall be replaced with the words "rights-of-way". The following is added to paragraph (1), "Notwithstanding anything contained herein to the contrary, the Declarant may elect to dedicate the rights-of-way shown on Exhibit "B" to the Restrictions to the public, in order for the roads to be maintained by Montgomery County."
3. Restrictions, Section (4)(b) - the address of the Architectural Review Committee is hereby changed to 400 Randal Way, Suite 106, Spring, Harris County, Texas 77388.
4. Restrictions, Section (6) - delete subparagraph (C).
5. Restrictions, Section (6) - delete the following words from line ten on page 9, "or side lot or rear lot easement line."
6. Restrictions, Section (10) - delete paragraph (10) in its entirety and substitute the following: "No outbuilding of any kind shall be placed on the Property within twenty (20) feet of any property line, easement or edge of any open water course. All outbuildings must be constructed of materials (siding, roofing and paint colors, etc.) in harmony with the architectural style of the residence constructed upon the lot and must be approved by the Committee."
7. Restrictions, Section (14) - add the following: "Unless otherwise approved by the Texas Natural Resource Conservation Commission, Montgomery County and the Committee, all septic systems installed within the Property shall be of the aerobic spray irrigation type, designed by a registered sanitarian or engineer, in accordance with current TNRCC regulations."
8. Restrictions, Section (15) - delete paragraph (15) in its entirety and substitute the following: "The exterior of all structures shall be constructed of a minimum of 51% masonry construction, excluding detached garages. For purposes of calculating the percentage of masonry construction, the doors and windows shall be considered to be of the same construction as the wall on which they exist. All siding and trim shall be covered with two (2) coats of paint or wood preservative, the color of which shall be approved by the Committee. The purpose of this Covenant is to maintain harmony of exterior paint colors of structures within the Property."
9. Restrictions, Section (16) - add the words "by Montgomery County" after the word "required" in the first sentence.
10. Restrictions, Section (18) - delete paragraph 18 in its entirety and substitute the following: "No side or rear fence or wall shall be more than eight feet (8') in height. No chain link, chicken wire, or other wire fence will be permitted on any Lot, with the exception of "dog runs", provided they are not visible from any street adjacent to the Lot and are of a size approved by the Architectural Control Committee. No fence or wall shall be erected on any Lot nearer to the street than the front of the residence constructed thereon. The Architectural Control Committee has the right to deviate its approval for the style and materials to be used based on the location within the Properties. It is intended hereunder to maintain visual continuity, especially along entryways and/or main thoroughfares and/or areas adjacent to Common Area properties. Title to any wall, fence, or hedge shall pass ownership with title to the Lot and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter. No fence, structure or surface impediment of any kind shall be built, kept or maintained within the easements within the Property."
11. Restrictions, Section (23) - delete paragraph 23 in its entirety and substitute the following: "No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than five (5) square feet which is used to: (a) advertise the property for sale or lease; (b) indicate traffic control or security services; (c) identify the builder or contractor while construction is in progress on such Lot; or (d) promote a political candidate, party or issue for a two (2) week period starting no earlier than two (2) weeks prior to the date of the election or referendum and which must be removed no later than the day after the date of the election or referendum. Additionally, the right is reserved for Builders to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed dwelling units. The Association shall also have the right to erect identifying signs at each entrance to the Properties. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically described in the first sentence of

this Section be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee. The Association shall have the right to enter any Lot and remove any sign, billboard, poster or advertising device which is not permitted by this Section and in so doing will not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Each Owner shall have the right to display one school activity sign per child and one sign from the following list: a seasonal holiday sign, a federal or state holiday sign, a religious holiday sign. If the holiday is a combination of any of these, Owner may display only one holiday sign."

12. Restrictions, Section (24) - delete the last sentence and substitute the following: "The use of motorcycles, trail bikes, three or four wheelers, or other similar motorized vehicles within the Property is prohibited, unless such vehicles are licensed to operate upon public streets."

The following sections are hereby added to the Restrictions for the Property:

1. Restrictions, Section (41) - "No antenna or satellite dish which exceeds one meter (39 inches) in diameter or antenna or satellite masts which exceed more than twelve feet (12') above the roof line of any Dwelling Unit are permitted on any Lot unless approved in writing by the Architectural Control Committee. No electronic or mechanical antenna, satellite dish or similar devices other than one (1) antenna or satellite dish one meter (39 inches) or less in diameter for receiving normal television or satellite signals through airways, shall be erected, constructed, placed or permitted to remain on any Lot unless such installation strictly complies with the following minimum conditions. The minimum conditions are as follows:
  - (a) If adequate performance is achieved, an antenna or satellite dish must be located to the rear one-half (1/2) of the Lot and must serve only improvements on the particular Lot in which it is located.
  - (b) To the extent feasible, no antenna or satellite dish shall be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any Lot.
  - (c) An antenna or satellite dish must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions.
  - (d) No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to an antenna or satellite dish.
  - (e) No antenna or satellite dish shall be permitted to cause any distortion of interference whatsoever with respect to any other electronic device in the Property.
  - (f) An antenna or satellite dish shall be one solid color only, either white or black or shades of either brown, gray, tan or natural metal."
  
2. Restrictions, Section (42) - "Unless otherwise approved, the roof of all buildings on the Lot shall be covered with aluminum shingles or fiberglass composition shingles, tile, standing seam metal, slate or copper, with a life of twenty-five (25) years or better. The color of any composition shingles shall be of wood tone, earthtone or in harmony with earthtones and shall be subject to written approval by the Architectural Control Committee prior to installation. Any other type of roofing material may be used only if approved in writing prior to installation.



Additionally, to further maintain exterior harmony, all chimneys must be finished with a masonry or wood material.

- 3. Restrictions, Section (43) - "Notwithstanding anything contained in this Declaration, no trade or business may be conducted in or from any Lot, except than an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all state, county and other applicable laws and regulations; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties on a regular basis or door-to-door solicitation of residents of the Properties; (d) no one-site employees are permitted; and (e) the business activity does not interfere with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used herein, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit, or (iii) a license is required therefor. Notwithstanding the above, the leasing of a residence shall not be considered a trade or business within the meaning of this Section. The definition of "business" or "trade" shall not apply to any activity conducted by Declarant or a Builder with respect to its development and sale of any Lots, or home building activity thereon."

EXECUTED this 7<sup>th</sup> day of August, 1997.

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

AUG 18 1997



Mark Turnbull  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

DECLARANT:

Mostyn Manor Development Company, Limited, a Texas limited partnership, by Ardliet Corporation, a Texas corporation, General Partner

Randal A. Hendricks  
Randal A. Hendricks, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, this day appeared Randal A. Hendricks, who represented 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.

GIVEN under my hand and seal of office this 7<sup>th</sup> day of August, 1997.

[SEAL] SUSAN BAILEY  
Notary Public, State of Texas  
My Commission Expires  
June 21, 2001

Susan Bailey  
Notary Public in and for  
the State of Texas

RETURN TO:  
400 Randal Way, Suite 106  
Spring, TX 77388  
FAWPFILS\RE4097.JKS

FILED FOR RECORD  
97 AUG 18 AM 6:54  
MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS

3

THIRD AMENDMENT TO  
RESTRICTIONS, COVENANTS, RESERVATIONS AND CONDITIONS

MOSTYN MANOR

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

WHEREAS, Mostyn Manor Development Company, Limited, a Texas limited partnership, (hereinafter called "Declarant") did establish and adopt Restrictions, Covenants, Reservations and Conditions (hereinafter called the "Declaration") covering that certain 54.5398 acres of land and the improvements thereon, being all of Mostyn Manor, Section One, more particularly described on the Plat recorded in Cabinet C, Sheet 130A of the Map Records of Montgomery County, Texas, containing sixty-one (61) lots; and

WHEREAS, the Declaration was dated September 13, 1979 and filed for record on January 23, 1980, and recorded under County Clerk's File No. 8002830 of the Official Public Records of Real Property of Montgomery County, Texas; and

WHEREAS, by instrument called "Amendment to Restrictions of Mostyn Manor," dated January 21, 1983, recorded in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 8329712, the Declaration was thereby amended; and

WHEREAS, by instrument called "Second Amendment to Restrictions, Covenants and Conditions, Mostyn Manor Section One," dated August 7, 1997, recorded in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 9751316, the Declaration was further amended; and

WHEREAS, Declarant and Hendricks Interests LLC (hereafter called "Co-Declarant") are the owners of that certain 76.05 acres of land and improvements (hereinafter called the "Additional Land"), being all of Mostyn Manor, Section Two, as designated on the plat of Mostyn Manor, Section Two, recorded in Cabinet C, Sheet 131B of the Map Records of Montgomery County, Texas, containing sixty-six (66) lots; and

WHEREAS, Declarant and Co-Declarant desire to annex and add the Additional Land to the property governed by the Declaration by this Third Amendment to Restrictions, Covenants, Reservations and Conditions (hereafter called "Third Amendment") in accordance with the provisions of the Declaration;

NOW, THEREFORE, as provided by the Declaration, and in order to create and carry out a uniform plan for the improvement, development, sale and use of Lots in the Subdivision, for the benefit of the present and future Owners of the Lots, Declarant and Co-Declarant do hereby submit this Third Amendment, as follows:

1. The Declaration is hereby amended to include, as a part of the property governed thereby, the Additional Land, and Declarant and Co-Declarant hereby declare that the property contained therein shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the declarations, limitations, covenants, conditions, restrictions and easements set forth in the Declaration and all subsequent Amendments thereto.

Except as expressly amended by this Third Amendment, all of the terms, covenants, conditions and restrictions of the Declaration and all subsequent Amendments thereto shall remain in full force and effect.

EXECUTED this 5<sup>th</sup> day of June, 2000.

DECLARANT:

Mostyn Manor Development Company, Limited, a Texas Limited Partnership, by Ardliet Corporation, a Texas Corporation, General Partner

By Randal A. Hendricks  
Randal A. Hendricks, President

CO-DECLARANT:

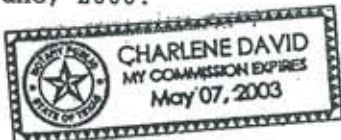
HENDRICKS INTERESTS LLC

By Randal A. Hendricks  
Randal A. Hendricks,  
Managing Member

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me by Randal A. Hendricks, President of Ardliet Corporation, a Texas corporation, General Partner of Mostyn Manor Development Company, Limited, a Texas limited partnership, for the purposes and in the capacity stated therein.

SUBSCRIBED AND SWORN TO BEFORE ME on this 5<sup>th</sup> day of June, 2000.

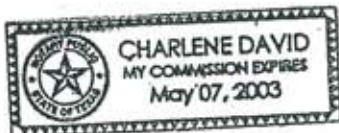


Charlene David  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me by Randal A. Hendricks, Managing Member of Hendricks Interests LLC, a Texas, limited liability corporation for the purposes and in the capacity stated therein.

SUBSCRIBED AND SWORN TO BEFORE ME on this 5<sup>th</sup> day of June, 2000.



Charlene David  
Notary Public, State of Texas

Return to:  
Mostyn Manor Development Company, Limited  
400 Randal Way, Suite 106  
Spring, Texas 77388

719-00-1237

FILED FOR RECORD

00 JUN -6 PM 3:33

MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS

  
DEPUTY

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in  
file number sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the official Public Records of Real Property of  
Montgomery County, Texas.

JUN - 6 2000



*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

FOURTH AMENDMENT TO RESTRICTIONS,  
COVENANTS AND CONDITIONS

MOSTYN MANOR SECTIONS ONE AND TWO

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

THAT, WHEREAS, by instrument called "Restrictions, Covenants, Reservations and Conditions and Creation of Property Owners' Association," dated September 13, 1979 and recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File Number 8002830 dated January 23, 1980 (hereinafter called the "Declaration"), Mostyn Manor Development Company, Limited, (hereinafter called the "Declarant"), a Texas limited partnership, fixed and adopted certain restrictions, covenants, reservations, conditions and other provisions which run with the land designated in the Declaration, known as Mostyn Manor Section One;

WHEREAS, by instrument called "Amendment to Restrictions of Mostyn Manor," recorded in the Real Property Records of Montgomery County, Texas, under File Number 8329712, dated January 21, 1983, the minimum living area of residential structures was increased from 1,400 s.f. to 1,800 s.f.;

WHEREAS, by instrument called "Second Amendment to Restrictions, Covenants and Conditions," recorded in the Real Property Records of Montgomery County, Texas, under File Number 9751316, dated August 7, 1997, various amendments were made to the Declaration;

WHEREAS, by instrument called "Third Amendment to Restrictions, Covenants, Reservations and Conditions, Mostyn Manor " recorded in the Real Property Records of Montgomery County, Texas, under File Number 2000046946, dated June 5, 2000, additional land was added to the Declaration, known as Mostyn Manor Section Two.

WHEREAS, the Declarant reserved "the right to amend or create additional easements as may subsequently be required to provide for reasonable development of the Property," in the Declaration imposed upon Mostyn Manor;

WHEREAS, in order to provide Mostyn Manor Sections One and Two with a community water system and natural gas service, additional utility easements must be created and additional restrictions imposed within Mostyn Manor, Sections One and Two, regarding the utilization of the community water system and natural gas service;

WHEREAS, the Declarant and Hendricks Interests LLC (hereinafter called "Co-Declarant") currently own all of the lots in Mostyn Manor Sections, One and Two, which are described in Exhibit "A" attached hereto.

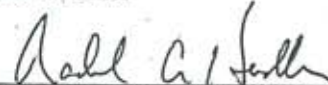
NOW, THEREFORE, Declarant and Co-Declarant desire to dedicate utility easements upon such lots, and to make additional amendments to the Restrictions pertaining to utility service to such lots, all as hereinafter set forth. Accordingly, Declarant and Co-Declarant declare the following amendments:

1. There is hereby dedicated over, across and parallel to the front property line of all lots adjacent to a public street, and the side property line of all lots which have a side property line adjacent to a public street, a ten (10) foot wide public utility easement.
2. All lot owners must obtain water service, for normal domestic use, from Quadvest, Inc., its successor or assigns. All lot owners are responsible for payment of all connection or tap fees, and for payment of all fees related to the use of such water service, in accordance with tariffs approved by the Texas Natural Resource Conservation Commission. Private water wells, for irrigation purposes only, may be drilled upon a lot, only upon the prior written approval of Quadvest, Inc., its successors or assigns.
3. No propane tanks in excess of ten (10) gallons shall be maintained upon any lot.

EXECUTED this 8<sup>th</sup> day of June, 2000.

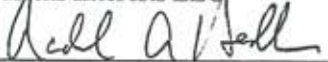
**DECLARANT:**

Mostyn Manor Development Company,  
Limited, a Texas limited partnership, by  
Ardliet Corporation, a Texas corporation,  
General Partner

  
\_\_\_\_\_  
Randal A. Hendricks, President

**CO-DECLARANT:**

Hendricks Interests LLC

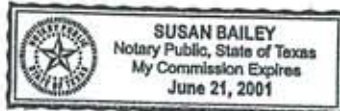
By   
\_\_\_\_\_

Randal A. Hendricks, Managing Member

THE STATE OF TEXAS §  
 §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me by Randal A. Hendricks, President of Ardliet Corporation, a Texas corporation, General Partner of Mostyn Manor Development Company, Limited, a Texas limited partnership, for the purposes and in the capacity stated therein.

SUBSCRIBED AND SWORN TO BEFORE ME on this 8<sup>th</sup> day of June, 2000.

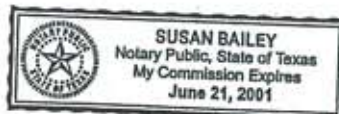


*Susan Bailey*  
 Notary Public, State of Texas

THE STATE OF TEXAS §  
 §  
 COUNTY OF HARRIS §

This instrument was acknowledged before me by Randal A. Hendricks, Managing Member of Hendricks Interests LLC, a Texas, limited liability corporation for the purposes and in the capacity stated therein.

SUBSCRIBED AND SWORN TO BEFORE ME on this 8<sup>th</sup> day of June, 2000.



*Susan Bailey*  
 Notary Public, State of Texas

RETURN TO:  
 Mostyn Manor Development Company  
 400 Randal Way, Suite 106  
 Spring, TX 77388



## Exhibit "A"

1. Mostyn Manor Section One, a subdivision in Montgomery County, Texas as recorded in Cabinet C, Sheet 130A of the Map Records of Montgomery County, Texas, being:
  - Lots 1 through 3, 6, 7, 9 through 14, 17, 18, 20 and 24, Block 1, and;
  - Lots 1 through 6, 8, 10 through 12, 15 through 25, Block 2, and;
  - Lots 2, 6 through 10, 11, 13 and 14, Block 3
  
2. Mostyn Manor Section Two, a subdivision in Montgomery County, Texas as recorded in Cabinet C, Sheet 131B of the Map Records of Montgomery County, Texas, being:
  - Lots 1 through 32, Block 1, and;
  - Lots 1 through 34, Block 2

FILED FOR RECORD  
 08 JUN -8 PM 4: 27  
 MARK TURNBULL, CO. CLERK  
 MONTGOMERY COUNTY, TEXAS  
 DEPUTY

STATE OF TEXAS  
 COUNTY OF MONTGOMERY  
 I hereby certify that this instrument was filed in  
 file Number Sequence on the date and at the time  
 stamped herein by me and was duly RECORDED in  
 the official Public Records of Real Property of  
 Montgomery County, Texas.

JUN - 8 2000



*Mark Turnbull*  
 COUNTY CLERK  
 MONTGOMERY COUNTY, TEXAS

**FIFTH AMENDMENT TO RESTRICTIONS,  
COVENANTS AND CONDITIONS**

**MOSTYN MANOR SECTIONS ONE AND TWO**

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF MONTGOMERY**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, WHEREAS,** by instrument called "Restrictions, Covenants, Reservations and Conditions and Creation of Property Owners' Association," (hereinafter called the "Restrictions"), dated September 13, 1979 and recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File Number 8002830 dated January 23, 1980 (hereinafter called the "Declaration"), Mostyn Manor Development Company, Limited, (hereinafter called the "Declarant"), a Texas limited partnership, fixed and adopted certain restrictions, covenants, reservations, conditions and other provisions which run with the land designated in the Declaration, known as Mostyn Manor Section One;

**WHEREAS,** by instrument called "Amendment to Restrictions of Mostyn Manor," recorded in the Real Property Records of Montgomery County, Texas, under File Number 8329712, dated January 21, 1983, the minimum living area of residential structures was increased from 1,400 s.f. to 1,800 s.f.;

**WHEREAS,** by instrument called "Second Amendment to Restrictions, Covenants and Conditions," (hereinafter called "Second Amendment"), recorded in the Real Property Records of Montgomery County, Texas, under File Number 9751316, dated August 7, 1997, various amendments were made to the Declaration;

**WHEREAS,** by instrument called "Third Amendment to Restrictions, Covenants, Reservations and Conditions, Mostyn Manor " recorded in the Real Property Records of Montgomery County, Texas, under File Number 2000046946, dated June 5, 2000, additional land was added to the Declaration, known as Mostyn Manor Section Two.

**WHEREAS,** by instrument called "Fourth Amendment to Restrictions, Covenants and Conditions," recorded in the Real Property Records of Montgomery County, Texas, under File Number 2000-047914, dated June 8, 2000, the Declarant dedicated additional utility easements upon the lots owned by the Declarant and imposed additional restrictions regarding utilization of the community water system and natural gas system in Mostyn Manor Sections One and Two.

WHEREAS, the Restrictions provide that property owners holding legal title to a majority of the square foot area of the property may release, alter or change the Restrictions by filing an amendment thereto;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant currently owns a majority of the square footage area of the Property and desires to amend the Restrictions as follows:

1. Restrictions, Section (1) – delete Section (1) in its entirety and substitute the following:

These Restrictions shall be effective until August 15, 2009, and shall automatically be extended thereafter, for successive periods of ten (10) years, provided, however, that the record owners holding legal title to a majority of the square foot area of the Property may release, alter, amend, or change any of such Restrictions either as to the entire Property or to portions thereof. Such release, alteration or change shall be effected by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing same for record in the Office of the County Clerk of Montgomery County, Texas, at any time.

2. Restrictions, Section (18), as amended in the Second Amendment shall be further amended, as follows:

Delete the last sentence of Section (18) in the Second Amendment in its entirety.

3. Restrictions, Section (34) – delete Section (34) in its entirety and substitute the following:

All lots, except Unrestricted Reserves and Surface Use Reserves, are hereby subject to a maintenance charge for the purpose of creating a fund to be known as "Mostyn Manor Maintenance Fund". In the event Declarant adds additional land to these Restrictions, as provided in the paragraph immediately preceding "Reservations" herein, the lots contained in such additional land shall become subject to the maintenance charge upon the same terms and conditions as stated in this Paragraph 34 for the original Property. Such maintenance charge shall not exceed Sixty Dollars (\$60.00) per month (not including charges for water or sewerage, if hereafter provided, which shall be in addition to the \$60.00 monthly limit) for each lot owned by a Grantee upon which an occupied residence is situated, or Twenty Dollars (\$20.00) per month for each lot owned by the Declarant, a homebuilder or a Grantee upon which no occupied residence is situated, unless increased as hereinafter set forth (one residence located upon two lots shall be considered the sum of one lot with a residence plus one lot without a residence). The Declarant, homebuilder and each Grantee shall make payment of assessed maintenance charges to the Mostyn Manor Owners Association annually, payable in advance, on January 1, except that initial maintenance charges due from a Grantee or homebuilder for the balance of the year of closing shall be pro-rated and payable at the closing of title or sale from Declarant to such homebuilder or Grantee. Said maintenance charge may at any time be increased by a majority vote of the members of the Association pursuant to the By-Laws of the Association. Any such action shall be effective upon the adoption by the Association of a resolution for such purpose acknowledged by its Secretary and the filing of same for record in

the office of the County Clerk of Montgomery County, Texas. All such maintenance charges shall be considered to be Assessments for the purposes of these Restrictions and the Association shall have all rights and remedies relative to the collection of said Assessment amounts as the same are set forth below. The Association shall apply the total maintenance fund, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes and may pledge, assign, transfer, convey, hypothecate, collaterally assign or otherwise encumber such fund in order to accomplish any such purposes: (a) constructing and maintaining sport and recreational facilities; (b) improving, beautifying and maintaining parks, pathways, common areas and private easements of access and utility; (c) collecting and disposing of garbage, ashes, rubbish and the like; (d) payment of legal and other expenses incurred in connection with the enforcement of all recorded restrictions, covenants, reservations, conditions, provisions and easements affecting the Property; (e) payment of all reasonable and necessary expenses in connection with the collection and administration of said maintenance charge and any other Assessments; (f) employing policemen, watchmen and security guards; (g) providing fire protection; (h) providing and maintaining water or sewerage or drainage; (i) subsidizing bus service; (j) and doing any other thing necessary or desirable in the opinion of the Association to maintain the Property in good order, or which the Association considers of general benefit to the owners or occupants of the Property; it being understood that the judgment of the Board of Directors of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith and pursuant to the By-Laws of the Association and so long as the purpose of each such expenditure is consistent with these Restrictions. Such maintenance charge shall remain effective in all events through and including the charges and assessments due August 15, 2009, and shall automatically thereafter be extended for successive periods of ten (10) years each; provided, however, that a majority of the members of the Association may vote to revoke such maintenance charge effective on either August 15, 2009, or effective on any successive ten (10) year period thereafter. Such action shall be effective upon the adoption by the Association of a resolution for such purpose acknowledged by its Secretary and the filing of same for record in the office of the County Clerk of Montgomery County, Texas, at any time prior to August 15, 2009, or at any time prior to two (2) years preceding the expiration date of any successive ten (10) year period.

4. Restrictions, Section (40) – delete Section (40) in its entirety and substitute the following:

With respect to voting rights in the Association, only those parties who are record owners with a recorded Deed to a lot or lots within the Property, or have been appointed an agent to act on behalf of the record owner, at the time of the taking of any vote of the Association shall be entitled to vote. Any references herein to "residents," "inhabitants," "occupants," "members of the Association," "Grantee(s)," "owners" or any other reference indicating an interest in the Property of the Association shall be liable for assessments, and bound by these Restrictions and the Articles of Incorporation, By-Laws, rules and regulations of the Association,

However, Declarant shall be obligated to pay assessments only in accordance with the terms and conditions stated herein, during the time Declarant holds both legal and equitable title to a lot or lots within the Property.

EXECUTED this 7<sup>th</sup> day of December, 2000.

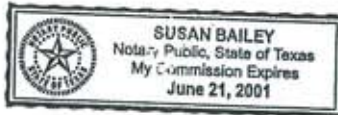
**DECLARANT:**  
Mostyn Manor Development Company, Limited, a Texas limited partnership, by Ardliet Corporation, a Texas corporation, General Partner

Randal A. Hendricks  
Randal A. Hendricks, President

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me by Randal A. Hendricks, President of Ardliet Corporation, a Texas corporation, General Partner of Mostyn Manor Development Company, Limited, a Texas limited partnership, for the purposes and in the capacity stated therein.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7<sup>th</sup> day of December, 2000.



Susan Bailey  
Notary Public, State of Texas

RETURN TO:  
Mostyn Manor Development Company  
400 Randal Way, Suite 106  
Spring, TX 77388

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in file Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

DEC 18 2000



Mark Turnbull  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD  
00 DEC 18 PM 1:41  
MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS  
DEPUTY

2007-102175

425-11-2204

3

**SIXTH AMENDMENT TO RESTRICTIONS,  
COVENANTS AND CONDITIONS**

**MOSTYN MANOR SECTIONS ONE AND TWO**

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

**THAT, WHEREAS,** by instrument called "Restrictions, Covenants, Reservations and Conditions and Creation of Property Owners' Association," (hereinafter called the "Restrictions"), dated September 13, 1979 and recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File Number 8002830 dated January 23, 1980 (hereinafter called the "Declaration"), Mostyn Manor Development Company, Limited, (hereinafter called the "Declarant"), a Texas limited partnership, fixed and adopted certain restrictions, covenants, reservations, conditions and other provisions which run with the land designated in the Declaration, known as Mostyn Manor Section One;

**WHEREAS,** by instrument called "Amendment to Restrictions of Mostyn Manor," recorded in the Real Property Records of Montgomery County, Texas, under File Number 8329712, dated January 21, 1983, the minimum living area of residential structures was increased from 1,400 s.f. to 1,800 s.f.;

**WHEREAS,** by instrument called "Second Amendment to Restrictions, Covenants and Conditions," (hereinafter called "Second Amendment"), recorded in the Real Property Records of Montgomery County, Texas, under File Number 9751316, dated August 7, 1997, various amendments were made to the Declaration;

**WHEREAS,** by instrument called "Third Amendment to Restrictions, Covenants, Reservations and Conditions, Mostyn Manor" recorded in the Real Property Records of Montgomery County, Texas, under File Number 2000046946, dated June 5, 2000, additional land was added to the Declaration, known as Mostyn Manor Section Two.

**WHEREAS,** by instrument called "Fourth Amendment to Restrictions, Covenants and Conditions," recorded in the Real Property Records of Montgomery County, Texas, under File Number 2000-047914, dated June 8, 2000, the Declarant dedicated additional utility easements upon the lots owned by the Declarant and imposed additional restrictions regarding utilization of the community water system and natural gas system in Mostyn Manor Sections One and Two.

**425-11-2205**

**WHEREAS**, by instrument called "Fifth Amendment to Restrictions, Covenants and Conditions," recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File Number 2000-106177, dated December 7, 2000, various amendments were made to the Declaration;

**WHEREAS**, Declarant is the owner of that certain 80.087 acres of land and improvements (hereinafter called the "Additional Land"), being all of Mostyn Manor, Section Three, as designated on the plat of Mostyn Manor, Section Three, recorded in Cabinet Z, Sheets 830 through 833 (File Number 2007-073322) of the Map Records of Montgomery County, Texas, containing ninety-three (93) lots; and

**WHEREAS**, Declarant desires to annex and add the platted Lots within the Additional Land to the property governed by the Declaration by this Sixth Amendment to Restrictions, Covenants, Reservations and Conditions (hereafter called "Sixth Amendment") in accordance with the provisions of the Declaration;

**NOW THEREFORE**, as provided by the Declaration, and in order to create and carry out a uniform plan for the improvement, development, sale and use of Lots within the Additional Land, for the benefit of the present and future Owners of the Lots, Declarant does hereby submit this Sixth Amendment, as follows:

1. The Declaration is hereby amended to include, as a part of the property governed thereby, the platted Lots within the Additional Land, and Declarant does hereby declare that the Lots contained therein shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the declarations, limitations, covenants, conditions, restrictions and easements set forth in the Declaration and all subsequent Amendments thereto.

Except as expressly amended by this Sixth Amendment, all of the terms, covenants, conditions and restrictions of the Declaration and all subsequent Amendments thereto shall remain in full force and effect.

425-11-2206

EXECUTED this 23 day of August, 2007.

**DECLARANT:**  
**Mostyn Manor Development Company, Limited, a Texas limited partnership, by Ardliet Corporation, a Texas corporation, General Partner**

  
Randal A. Hendricks, President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

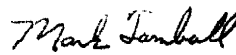
This instrument was acknowledged before me by Randal A. Hendricks, President of Ardliet Corporation, a Texas corporation, General Partner of Mostyn Manor Development Company, Limited, a Texas limited partnership, for the purposes and in the capacity stated therein.

SUBSCRIBED AND SWORN TO BEFORE ME on this 23 day of August, 2007.



  
Notary Public, State of Texas

RETURN TO:  
Mostyn Manor Development Company  
400 Randal Way, Suite 106  
Spring, TX 77388

FILED FOR RECORD  
07 AUG 29 PM 3: 23  
  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

AUG 29 2007



  
County Clerk  
Montgomery County, Texas



2007-145656

497-11-0465

12  
10

**SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
MOSTYN MANOR SECTION ONE**

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

**WHEREAS**, Mostyn Manor Development Company, Limited, a Texas limited partnership, (hereinafter called "Declarant") did establish and adopt a Declaration of Covenant, Conditions, and Restrictions (hereinafter called the "Declaration") covering that certain 54.53980 acres of land and the improvements thereon being all of Mostyn Manor Section One more particularly described on the Plats recorded in Cabinet C, Sheet 130A, of the Map Records of Montgomery County, Texas; and

**WHEREAS**, the Declaration was filed for record on January 23, 1980 and recorded under County Clerk's File No. 8002830 of the Official Public Records of Real Property of Montgomery County, Texas;

**WHEREAS**, by instrument called "Third Amendment to Declaration of Covenants, Conditions and Restrictions" (hereinafter called "Third Amendment"), recorded in the Real Property Records of Montgomery County, Texas, under File Number 2000-046946, dated June 5, 2000, additional land was added to the Declaration, known as Mostyn Manor Section Two;

**WHEREAS**, Declarant is the owner of that certain 80.087 acres (hereinafter called the "Additional Land"), as designated on the plat of Mostyn Manor, Section Three, recorded under County Clerk's File No. 2007-073322 (Cabinet Z, Sheets 830, 831, 832 and 833) of the Map Records of Montgomery County, Texas;

**WHEREAS**, Declarant desires to annex and add the Additional Land to the property governed by the Declaration by a Supplemental Declaration in accordance with the Declaration.

**NOW, THEREFORE**, as provided by the Declaration, and in order to create and carry out a uniform plan for the improvement, development, sale and use of Lots in the Additional Land for the benefit of the present and future Owners of the Lots, Declarant does hereby submit this Supplemental Declaration as follows:

497-11-0466

1. The Declaration is hereby supplemented and amended to include as a part of the property governed thereby, the Additional Land and Declarant hereby declares that the property contained therein shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the declarations, limitations, covenants, conditions, restrictions and easements set forth in the Declaration.

Except as expressly amended by this Supplemental Declaration, all of the terms, covenants, conditions and restrictions of the Declaration and all amendments thereto shall remain in full force and effect.

EXECUTED this 17<sup>th</sup> day of December, 2007.

DECLARANT:

Mostyn Manor Development Company, Limited, a Texas Limited Partnership, by Ardliet Corporation, a Texas Corporation, General Partner

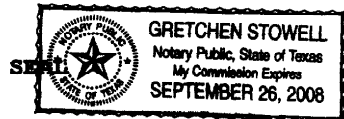
By: Randal A. Hendricks  
Randal A. Hendricks, President

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me by RANDAL A. HENDRICKS, President of Ardliet Corporation, a Texas Corporation, General Partner of Mostyn Manor Development Company, Limited, a Texas limited partnership, for the purposes and in the capacity stated therein.

SUBSCRIBED AND SWORN TO BEFORE ME on this 17 day of December 2007.

Gretchen Stowell  
Notary Public in and for the State of Texas



RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

PLEASE RETURN TO:  
Mostyn Manor Development Company, Limited  
400 Randal Way, Suite 106  
Spring, TX 77388

FILED FOR RECORD

2007 DEC 31 PM 12:13

Mark Turnbull  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

DEC 31 2007



Mark Turnbull  
County Clerk  
Montgomery County, Texas