

**SUPPLEMENTAL AMENDMENT THE TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
RAVENSWAY SECTION TWO**

(REGARDING INCREASES IN THE ANNUAL MAINTENANCE ASSESSMENT)

This Supplemental Amendment to the Declaration Of Covenants, Conditions and Restrictions for **RAVENSWAY SECTION TWO** ("Supplemental Amendment") is made by the undersigned, being the current Lot Owners and Members of Ravensway-Saracen Park Home Association, Inc., a Texas Non-Profit Corporation ("Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Ravensway Section Two filed of record under Clerk's File No. E552590 on or about September 26, 1975 ("Declaration) and as amended under Clerk's File No. F027807 on or about January 28, 1977 ("Amended Declaration") in the Official Real Property Records of Harris County, Texas for that certain property known as Ravensway Section Two, according to the map or plat thereof also filed of record in Volume 228, Page 771 of the Map Records of Harris County, Texas; and

WHEREAS, Section (16) of the Declaration states that the Declaration may be amended by an instrument signed by a majority of the then Owners of Lots (majority of Owners of Lots hereinafter referred to as "Owners") agreeing to said change in whole or in part; and

WHEREAS, Section (15) of the Amended Declaration currently states that each Lot is subjected to an annual maintenance charge and any increase in the annual assessment from the previous year must be approved by a majority of owner or owners of each lot within the subdivision. The current assessment is \$30.00 per month or \$360.00 per annum.

NOW THEREFORE, the Owners do hereby agree to increase the annual maintenance charge and assessment to \$436.00 beginning January 1, 2010 and for any year after 2010, any increase above \$436.00 per Lot will require the approval of a majority vote of a quorum of the owners of lots at the Annual Meeting of the Members. The Supplemental Amendment of Section (15) of the Amended Declaration is hereby amended to read as follows:

(15) Maintenance Program and Fund. Each residential lot in the subdivision covered by these restrictions shall be subject to a maintenance charge for the purpose of establishing a subdivision maintenance fund payable annually in advance on the first day of January of each year. The date of any such deed conveying any such lot shall be conclusive as to the commencement date of the maintenance fund charge against said lot or lots conveyed whether said deed is filed for record promptly or not.

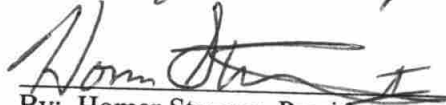
The Board of Directors of the Ravensway-Saracen Park Home Association, Inc., (hereinafter "Board") shall have the duty of assessing and collecting the maintenance charge imposed, managing the fund and arranging for the performance of such services as the needs of the subdivision may in the judgment of the Board require. The judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercise in good faith pursuant to Chapter 22 Non Profit Corporations of the Business Organization Code.

Each September, the Board shall set the annual assessment for the following year. Each Lot shall be subjected to an annual maintenance charge and assessment of up to Four Hundred Thirty-Six and 00/100 Dollars (\$436.00) per Lot beginning with the annual assessment due on January 1, 2010 to be paid by the owner of each lot within the subdivision to the Ravensway-Saracen Park Home Association, Inc., as the needs of the subdivision may, in the judgment of the Association require, provided that such assessment will be uniform. For any year after 2010, any increase in the annual assessment above \$436.00 upon each Lot will require the approval of a majority vote of a quorum of the owners of lots at the Annual Meeting of the Members.

To secure the payment of the maintenance fund established and to be levied on individual residential lots, the Owners hereby ratify and confirm that there shall be reserved in each Deed by which the Owner (grantor herein) shall convey such properties, or any part thereof, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law; provided, however, that each lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owners of such to secure payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Certified Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

With the exception of the above paragraph, in all other aspects the Declaration referenced herein shall remain in full force and affect as originally written. This instrument shall become effective upon the Owners written consent and recordation of this instrument in the Official Property records of Harris County.

Executed this the 22nd day of October, 2009. 2010


By: Homer Stevens, President:

CERTIFICATE OF SECRETARY

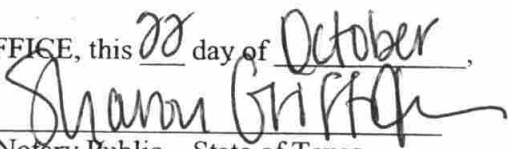
I, Chuck Alhorn, Secretary of Ravensway-Saracen Park Home Association, Inc., do hereby certify that this Supplemental Amendment to the Declaration has been approved by proper written consent of the Owners.


By: Chuck Alhorn, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Chuck Alhorn, the Secretary of Ravensway-Saracen Park Home Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of October, ~~2009~~ 2010.


Notary Public – State of Texas

RAVSuplAmendReAsmts_RavSec2.doc

AFTER RECORDING RETURN TO:
Ravensway-Saracen Park Home Association, Inc.
c/o SCS Management Services, Inc.
7170 Cherry Park Lane
Houston, TX 77095




COUNTY CLERK
HARRIS COUNTY, TEXAS

2010 NOV 18 AM 9:45

FILED

4120-66-420 JR

E552590

R. W. P.

RESTRICTIONS FOR REPLAT
RAVENSWAY SECTION II

127-18-1383

THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, SOUTHWESTERN SAVINGS ASSOCIATION is the owner of all that certain real property in Harris County, Texas, known as RAVENSWAY Section Two, according to the map or plat of Ravensway filed for record in the office of the County Clerk of Harris County, Texas, on September 25, 1975, and recorded in Volume 228, Page 771, of the Map Records of Harris County, Texas, to which plat and the record thereof reference is here made for full and particular description of said property; and

WHEREAS, Owner desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in the Subdivision for the benefit of the present and future owners of said lots and for the protection of property values in the Subdivision:

NOW THEREFORE, in consideration of the premises, Owner does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision including the dedicated roads, avenues, streets and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same are set out in full or by reference in any such contract or deed:

(1) Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes of one, one and one-half, and two-story structures and a detached garage for not less than two or more than four cars. The use of any dwelling for a nursing home, hospital or any commercial or professional purpose shall be expressly prohibited. The construction or use of a garage apartment for rental purposes is prohibited unless for the use of domestic servants employed in the residential unit on the same lot or building site. No garages, out buildings or servants' quarters shall be more than one story in height unless the main residence is more than one story, in which event, the garages, out buildings or servants' quarters may be constructed the same height as the main residence. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensitivities and which might be calculated to reduce the desirability of the property as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit.

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(2) Architectural Control. To aid in the assurance that improvements to be constructed in the Subdivision add to the general quality, no residence or other structure, additions, alterations or improvements shall be constructed, completed or hereafter maintained upon the premises unless the Owner shall have first approved in writing detailed architectural plans and specifications of such proposed structure, addition or alteration. Such plans must be submitted in duplicate to Owner and in addition to floor plans and elevations the specifications shall include a plot plan showing the location on the building site with respect to the perimeter of the lot. In the event said Owner fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

(3) Structures.

- (a) No dwelling shall be erected or permitted to remain on any lot with less than 2000 square feet of living area exclusive of attached garages, carports, or porches, and exclusive of any detached garage or other structure. Any dwelling other than the single story structure must have at least 1000 square feet of ground living area, exclusive of open or screen porches, garages and detached servants' quarters.
- (b) No dwelling shall be constructed or permitted to remain on any lot unless at least 80% of the exterior surface area of the ground floor level thereof, exclusive of windows, doors, and other glassed area, consists of brick, stone, or other masonry, except the detached garages may have wood siding of a type and design approved in writing by Owner. No carport shall be constructed on any lot unless it is attached to the main residence and is of brick, stone, or other masonry.
- (c) No roof of any building shall be composition shingles and any built-up roof shall be of at least five (5) plies. No roof or any portion thereof shall extend over any easement.
- (d) A concrete sidewalk four (4') feet wide elevated one (1") inch above curb height must be constructed parallel to the curb three (3') feet from the curb toward the property line along the entire front of all lots. In addition, on corner lots, a sidewalk of the same width shall be constructed three feet toward the property line along the entire side of such lots. Plans for each residential building shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.
- (e) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained in any building in any part of Ravensway except by approval of the Owner. Prior to occupancy of any dwelling located on an unwooded lot, it shall be required that two trees at least four (4") inches in diameter as measured one (1') foot above ground level are to be planted in front of such residence. In addition, two trees of similar size are to be planted on the side of each unwooded corner lot prior to occupancy of the dwelling.
- (f) No dwelling shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No structure shall be located nearer than five (5') feet to any interior lot line, except that a garage located sixty-five (65') feet or more from the front lot line may be located within three (3') feet of an interior lot line. No main residence building or any part thereof shall be located on any interior lot nearer than fifteen (15') feet to the rear lot line. For the purpose of this covenant, stoops and the extension of the eaves of a roof shall not be con-

sidered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. For the purpose of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street except by written approval of the Owner. Each main residence structure must face the front of the lot. No garage or any interior lot shall be attached to the main residence in such a manner as to face the street unless the front of the garage is at least forty (40') feet back from the front of the main residence structure except by written approval of the Owner.

- (g) No lot shall be re-subdivided without the specific approval of the Owner, and only one single-family residence may be erected, placed or permitted to remain on any lot. However, if one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.

(4) Easements. Easement for the installation and maintenance of utilities, drainage facilities, roads, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the Owner when situated on the land covered by said easements. There is also dedicated for utilities an unobstructed aerial easement five (5') feet wide from a plane twenty (20') feet above the ground upward, located adjacent to all easements shown on the recorded plat.

(5) Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance to the neighborhood. The use or discharge of firearms is expressly prohibited within the Subdivision.

(6) Temporary Structures. No trailer, mobile home, basement, tent, shack, garage, barn or other out building or structure of a temporary character shall, at any time, ever be attached to the property or be used as a residence temporarily or permanently; nor shall any such structure ever be moved into or permitted to remain on any lot, except during construction of permanent structures. A temporary office or work shed may, following approval thereof by the Owner, be maintained upon any lot or lots by any building contractor, but such temporary structure shall be removed at completion of construction or within ten (10) days following notice from the Owner. No trucks, trailer, trailer house, automobile or other vehicle may be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is temporarily parked or in day-to-day use off the premises and such parking is only temporarily from day-to-day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby or obscured from general view by some approved screen or enclosure.

(7) Oil and Mining Operations. No oil drilling development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

(8) Storage, Garbage and Trash Disposal. No lot shall be used as a dumping ground for garbage, trash, or rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material must be kept in clean, sanitary and sightly condition. No unsightly boats, trucks, or vehicles shall be stored (or kept for purpose of repair) on any lots or drives. Mail box locations are subject to architectural control. Provided further, that no lot shall be used for the open storage of any

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materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be moved from the lot or stored in a suitable enclosure on the lot.

(9) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, whether for commercial purposes or otherwise, except that common household pets, such as cats or dogs, may be kept. In this regard, the Ravensway Home Association, hereinafter provided for, shall have the right to limit the number and variety of household pets permitted. All animals shall be kept confined inside an enclosed area by their owner and must not be outside the enclosure except on a leash.

(10) Fences or Walls. No fence, wall, hedge, gas meter, or other structure shall be placed or be permitted to remain on any lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot unless approved by the Owner. No chain-link fence shall be permitted on any lot unless completely enclosed inside other masonry or wood fencing.

(11) Outside Clothes Drying. The drying of clothes in general view is prohibited and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosure for such use, subject to approval by Owner.

(12) Traffic Hazards: No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property line from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

(13) Cutting Weeds and Grass. The owners or occupants of all lots shall at all times keep all weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event permit the accumulation of garbage, trash or rubbish of any kind thereon. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. In the event of default on the part of the owner or occupant of any lot in observing the above requirement, or any of them, and such default continuing after ten (10) days written notice thereof, the Board of Directors of the hereinafter described Home Owners Association may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant agrees, by the purchase or occupancy of the property, to pay for such work immediately upon receipt of a statement thereof, or in the event of failure to pay such statement, that the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereof in the same manner as the regular annual maintenance charge provided for in these restrictions. No trees shall be cut or otherwise removed from any lot without the approval of the Owner except as may be reasonably necessary in connection with construction of improvements, or to remove dead trees. The removal of dirt from any lot is prohibited without approval of the Owner, except when necessary in conjunction with the landscaping of such lot or construction being performed on such lot.

(14) Underground Electric Distribution. An underground electric distribution system will be installed in that part of Ravensway Subdivision Section II designated Underground Residential Subdivision, which underground service area shall embrace all

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

(15) Maintenance Program and Fund. Each residential lot in the subdivision covered by these restrictions shall be subject to a maintenance charge for the purpose of establishing a subdivision maintenance fund.

Said maintenance charge shall be payable annually in advance on the first day of January of each year, commencing as to each lot by owners, and the date of any such deed conveying any such lot shall be conclusive as to the commencement of the maintenance fund charge against the lot or lots conveyed thereby whether said deed is filed for record promptly or not, and no maintenance charge shall accrue against any lot until conveyance thereof to homeowner or occupant.

Owner will cause to be organized under the laws of the State of Texas a non-profit corporation, proposed to be named "Ravensway-Saracen Park Home Association" (herein referred to as the "Home Association"), which organization shall have the duty of assessing and collecting the maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said fund. In this regard, said Home Association shall have all the powers granted by the Texas Non-profit Corporation Act.

Each lot in Ravensway Subdivision is hereby subjected to an annual maintenance charge and assessment of \$8.00 per month or \$96.00 per annum. for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within Ravensway Subdivision to Ravensway-Saracen Park Home Association as the needs of the subdivision may, in the judgment of that association, require, provided that such assessment will be uniform. Ravensway-Saracen Park Home Association shall have the right to change said assessment by majority vote of the property owners in Ravensway. Ravensway-Saracen Park Home Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Ravensway Subdivision, such uses and benefits to be provided by said association shall include, by way of clarification and not limitation, any and all of the following: construction and maintenance of parks and park facilities; the maintenance of streets, parkways, esplanades and vacant lots; providing fire, police and watchman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees at subdivision entrances, in esplanades and in parkways; fogging for insect control, and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the Ravensway-Saracen Park Home Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of Ravensway-Saracen Park Home Association in the expenditure of said funds shall be final and conclusive

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so long as such judgment is exercised in good faith.

The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

The owner of any residential lot shall have the right to inspect the books and records of the Ravensway Home Association at any reasonable time.

(16) Term. These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(17) Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

EXECUTED THIS 25 day of September, 1975.

SOUTHWESTERN SAVINGS ASSOCIATION

BY W.A. Hancock
W.A. Hancock Vice President

ATTEST Paula Johnson
Assistant Secretary

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W.A. Hancock, Vice President of Southwestern Savings Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Southwestern Savings Association, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of September 1975.

Shirley L. Jones
Notary Public in and for
Harris County, TEXAS

Original

AMENDMENT TO
RESTRICTIONS FOR REPLAT
RAVENSWAY SECTION II

157-18-2502

[Handwritten initials]

F027807

THE STATE OF TEXAS
COUNTY OF HARRIS

Nov 28-77 695996 OF 027807 LST A PD
KNOW ALL MEN BY THESE PRESENTS

16.50

WHEREAS, by instrument in writing dated September 25, 1975, filed for record September 26, 1975, in the Office of the County Clerk of Harris County, under County Clerk's File No. E552590, Southwestern Savings Association, the then owner of all of that certain real property in Harris County, Texas, known as RAVENSWAY, Section II, according to map or plat of RAVENSWAY of record in the Office of the County Clerk of Harris County, Texas, in Volume 288 at Page 771 of the Map Records of said County, did adopt restrictions for Section II, RAVENSWAY for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of said subdivision; and

[Handwritten initials]

WHEREAS, the present owners of a majority of the lots in said subdivision are desirous of amending said restrictions as permitted in Section Number (16) of said instrument of September 25, 1975;

NOW THEREFORE, in consideration of the premises, the undersigned, constituting a majority of the owners of said RAVENSWAY, Section II and the lots therein, do hereby amend the aforesaid restrictive instrument as follows:

Section (15) of said instrument is hereby amended to read as follows:

(15) Maintenance Program and Fund. Each residential lot in the subdivision covered by these restrictions shall be subject to a maintenance charge for the purpose of establishing a subdivision maintenance fund.

Said maintenance charge shall be payable annually in advance on the first day of January of each year, commencing as to each lot by owners, and the date of any such deed conveying any such lot shall be conclusive as to the commencement of the maintenance fund charge against the lot or lots conveyed thereby whether said deed is filed for record promptly or not, and no maintenance charge shall accrue against any lot until conveyance thereof to homeowner or occupant.

Owner will cause to be organized under the laws of the State of Texas a nonprofit corporation, proposed to be named "Ravensway-Saracen Park Home Association" (herein referred to as the "Home Association"), which organization shall have the duty of assessing and collecting the maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said fund. In this regard, said Home Association shall have all the powers granted by the Texas Nonprofit Corporation Act.

Each September the Board of Directors of the Home Association shall set the annual assessment for the following year, provided, however, any increase in the annual assessment from the previous year must be approved by a majority of the owner or owners of each lot within the subdivision.

Each lot in RAVENSWAY, Sec. II Subdivision is hereby subjected to an annual maintenance charge and assessment of not more than \$30.00 per month or \$360.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within the subdivision to Ravensway-Saracen Park Home Association as the needs of the subdivision may, in the judgement of the Home Association, require, provided that such assessment will be uniform. Ravensway-Saracen Park Home Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of the subdivision, such uses and benefits to be provided by said association shall include, by way of clarification and not limitation, any and all of the following: construction and maintenance of parks and park facilities; the maintenance of streets, parkways, esplanades and vacant lots; providing fire, police and watchman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees at subdivision entrances, in esplanades and in parkways; fogging for insect control, and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the Ravensway-Saracen Park Home Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgement of Ravensway-Saracen Park Home Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

The owner of any residential lot shall have the right to inspect the books and records of the Home Association at any reasonable time.

In all other respects the restrictions for the subdivision as set forth in the instrument above referred to shall remain in full force and effect as originally written.

This instrument shall become effective upon its being recorded in the public records of Harris County, Texas after written consent to its terms has been given by owners of a majority of the lots in the said subdivision.

EXECUTED THIS 31ST day of December, 1976, by owners of a majority of the lots in Section II of RAVENSWAY Subdivision, Harris County, Texas.

Evert B. Heliste
Signature

EVERT B. HELISTE
Print Name

Pamela F. Heliste
Signature

PAMELA F. HELISTE
Print Name

Owner of Lot 3, Block 3

12531 Ravensway Dr.
Street Address

Owner of Lot 3, Block 3

12531 Ravensway Dr.
Street Address

(154)
Jm

RECORDER'S MEMORANDUM:
This page is not satisfactory for photoreproducible recording. See in carbon or glass page, discolored paper, etc., or due to illegibility. All blank-sets, additions and changes were present at time instrument was filed and recorded.

A. Looney
Signature
DALE A. LOONEY
Print Name

Bobbie Z. Looney
Signature
BOBBIE Z. LOONEY
Print Name

Joseph R. Meredith
Signature
JOSEPH R. MEREDITH
Print Name

Alice I. Meredith
Signature
ALICE I. MEREDITH
Print Name

David J. Dublin
Signature
DAVID J. DUBLIN
Print Name

Sharon D. Dublin
Signature
SHARON D. DUBLIN
Print Name

Carol T. Gilman
Signature
CAROL T. GILMAN
Print Name

John F. Gilman
Signature
JOHN F. GILMAN
Print Name

James H. Moser
Signature
JAMES H. MOSER
Print Name

Carol O. Moser
Signature
CAROL O. MOSER
Print Name

Frank Mazzola
Signature
FRANK MAZZOLA
Print Name

Owner of Lot 2, Block 157-18-2504
12535 Ravensway
Street Address

Owner of Lot 2, Block 3
12535 Ravensway
Street Address

Owner of Lot 1, Block 3
12539 Ravensway Dr.
Street Address

Owner of Lot 1, Block 3
12539 Ravensway Dr.
Street Address

Owner of Lot 11, Block 4
12526 Ravensway Dr.
Street Address

Owner of Lot 11, Block 4
12526 Ravensway Dr.
Street Address

Owner of Lot 7, Block 3
12515 Ravensway Dr.
Street Address

Owner of Lot 7, Block 3
12515 Ravensway Dr.
Street Address

Owner of Lot 8, Block 3 ^{Section II}
12511 Ravensway Dr.
Street Address

Owner of Lot 8, Block 3
12511 Ravensway Dr.
Street Address

Owner of Lot 17, Block 12
12546 S. Avoca Dr.
Street Address

157-18-2505

Martha Mazzola
Signature
MARTHA MAZZOLA
Print Name

Owner of Lot 7, Block 6
12546 Saracen Dr.
Street Address

Charlotte Williams
Signature
Charlotte Williams
Print Name

Owner of Lot 1, Block 5
12527 SARACEN DR.
Street Address

James W. Heartwell
Signature
James W. HEARTWELL
Print Name

Owner of Lot 2, Block 5
12523 SARACEN DR.
Street Address

Marcy Rensby
Signature
MARCY RENSBY
Print Name

Owner of Lot 13, Block 6
12530 SARACEN DR.
Street Address

Rick Rensby
Signature
RICK RENSBY
Print Name

Owner of Lot 13, Block 6 *1102*
12530 SARACEN DR.
Street Address

Johnny F. Williams
Signature
Johnny F. Williams
Print Name

Owner of Lot 1, Block 5
12527 Saracen
Street Address

J.C. Evans
Signature
J.C. EVANS
Print Name

Owner of Lot 12, Block 6
12526 SARACEN
Street Address

Phyllis Evans
Signature
PHYLLIS EVANS
Print Name

Owner of Lot 12, Block 6
12526 Saracen
Street Address

T. Edward Cle
Signature
T. Edward Cle
Print Name

Owner of Lot 14, Block 6
12534 Saracen Dr
Street Address

Jane Clee
Signature
JANE CLEE
Print Name

Owner of Lot 14, Block 6
12534 SARACEN DR.
Street Address

Carol Armsstrong
Signature
Carol Armsstrong
Print Name

Owner of Lot 6, Block 5
12530 Twin Sisters
Street Address

157-18-2506

Richard S. Willett
Print Name

Mary J. Willett
Signature

Mary J. Willett
Print Name

John V. Armstrong
Signature

John V. Armstrong
Print Name

Jean Davenport
Signature

Jean Davenport
Print Name

J. Davenport
Signature

JAMES CHARLES DAVENTPORT
Print Name

James A Magdlen
Signature

JAMES A MAGDLBN
Print Name

Barbara J. Magdlen
Signature

Barbara J. Magdlen
Print Name

Marsha L. Ulrich
Signature

MARSHA L. ULRICH
Print Name

Fred B. Ulrich
Signature

Fred B. Ulrich
Print Name

Catherine Wetzig
Signature

Catherine Wetzig
Print Name

James A. Guillory
Signature

James A. Guillory
Print Name

Owner of Lot 5, Block 5
12526 Twin Sisters Drive
Street Address

Owner of Lot 5, Block 5
12526 Twin Sisters Drive
Street Address

Owner of Lot 6, Block 5
12530 Twin Sisters
Street Address

Owner of Lot 1, Block 4
12543 Twin Sisters
Street Address

Owner of Lot 1, Block 4
12543 TWIN SISTERS
Street Address

Owner of Lot 4, Block 4
12531 TWIN SISTERS
Street Address

Owner of Lot 4, Block 4
12531 Twin Sisters
Street Address

Owner of Lot 16, Block 6
12542 SARACEN
Street Address

Owner of Lot 16, Block 6
12542 SARACEN
Street Address

Owner of Lot 4, Block 5
12522 Twin Sisters
Street Address

Owner of Lot 3, Block 4
12535 Twin Sisters
Street Address

REPRODUCED FROM THE ORIGINAL RECORDS OF THE COUNTY OF ALBANY, NEW YORK.

Wetzig
ANNA GUTKOPY
Print Name

Michael J. Wetzig Jr
MICHAEL J. WETZIG JR
Print Name

Kurt W. Braeutigan
KURT W. BRAEUTIGAN
Print Name

Renee M. Braeutigan
RENEE M. BRAEUTIGAN
Print Name

Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name

157-18-2507
Owner of Lot 3, Block 4
12525 *Yuma* Street
Street Address

Owner of Lot 4, Block 5
12512 TWIN SISTERS
Street Address

Owner of Lot 1, Block 7
12520 Campsite Trail
Street Address

Owner of Lot 1, Block 7
12526 Campsite Trail
Street Address

Owner of Lot __, Block __
Street Address
Owner of Lot __, Block __
Street Address
Owner of Lot __, Block __
Street Address
Owner of Lot __, Block __
Street Address
Owner of Lot __, Block __
Street Address
Owner of Lot __, Block __
Street Address
Owner of Lot __, Block __
Street Address

THIS INSTRUMENT IS SUBJECT TO THE MORTGAGE DEED RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF SHERMAN, TEXAS, BOOK 10, PAGE 10. THE DEED IS HEREBY REFERRED TO BY THIS INSTRUMENT.

157-18-2508

W. W. Migura
WALLACE W. MIGURA
Print Name

Owner of Lot 1, Block 6
13802 LAKECREST DRIVE
Street Address

Lin Migura
Signature

Owner of Lot 1, Block 6
13102 Lakecrest Dr
Street Address

Lin Migura
Print Name

Dennis L Gunia
Signature

Owner of Lot 4, Block 6
13202 Lakecrest Dr
Street Address

Dennis L Gunia
Print Name

Margaret Gunia
Signature

Owner of Lot 4, Block 6
13202 LAKECREST DR
Street Address

Margaret Gunia
Print Name

William G. Weber
Signature

Owner of Lot 8, Block 6
12523 Campsite Trail
Street Address

WILLIAM G. WEBER
Print Name

Ginger Weber
Signature

Owner of Lot 8, Block 6
12523 CAMPSITE TRAIL
Street Address

GINGER WEBER
Print Name

Carlane Morgan
Signature

Owner of Lot 9, Block 6
12519 Campsite
Street Address

CARLANE MORGAN
Print Name

[Signature]
Signature
[Print Name]
Print Name

Owner of Lot 9, Block 6
12519 CAMPSITE
Street Address

John C. Walsh
Signature

Owner of Lot 7, Block 6
12527 CAMPSITE TR
Street Address

JOHN C. WALSH
Print Name

Glenn O. Rowe
Signature

Owner of Lot 2, Block 6
13106 LAKECREST DR
Street Address

GLENN O. ROWE
Print Name

Bennie Sue Rowe
Signature

Owner of Lot 2, Block 6
13106 LAKECREST DR
Street Address

BENNIE SUE ROWE
Print Name

160W
The undersigned hereby certifies that the foregoing is a true and correct copy of the original as filed in the office of the County Clerk of the County of [] State of [] on this [] day of [] 19[]

P. Otero
Signature
THOMAS G. OTERO
Print Name

Nancy Y. Otero
Signature
NANCY Y. OTERO
Print Name

Nathan Hubbard
Signature
NATHAN HUBBARD
Print Name

Linda Hubbard
Signature
Linda Hubbard
Print Name

Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name
Signature
Print Name

157-18-2509
Owner of Lot 6, Block 6
12531 CAMPSITE TRAIL
Street Address

Owner of Lot 6, Block 6
12531 CAMPSITE TRAIL
Street Address

Owner of Lot 5, Block 6
13206 LAKECREST
Street Address

Owner of Lot 5, Block 6
13206 Lakecrest Dr
Street Address

Owner of Lot _____, Block _____
Street Address
Owner of Lot _____, Block _____
Street Address
Owner of Lot _____, Block _____
Street Address
Owner of Lot _____, Block _____
Street Address
Owner of Lot _____, Block _____
Street Address
Owner of Lot _____, Block _____
Street Address
Owner of Lot _____, Block _____
Street Address

RECORDER'S REMARKS:
This instrument is not subject to the provisions of the community property law, and the community property law does not apply to this instrument.

CONSENT OF GRANTOR-DEVELOPER TO
AMENDMENTS TO THE
RESTRICTIONS FOR RAVENSWAY
SECTION II

157-18-2510

WHEREAS, owners of a majority of the lots in RAVENSWAY, SECTION II, a subdivision in Harris County, Texas, have agreed that certain provisions in the Property Restrictions affecting the said subdivision (which Restrictions were originally filed in Office of the County Clerk, Harris County, Texas, under Clerk's File No. E352590) need to be amended in order to maintain the quality of life in the said subdivision, and

WHEREAS, owners of a majority of the lots in the said subdivision have signed the instrument of amendment to which this consent is attached, in accordance with provisions of the said Property Restrictions:

NOW THEREFORE, in consideration of the agreement of the owners of a majority of lots in RAVENSWAY, SECTION II, Harris County, Texas, Southwestern Savings Association, Houston, Texas, as Grantor-Developer of said subdivision, hereby consents to the amendment of the Property Restrictions of RAVENSWAY, SECTION II, as set forth on the said instrument of amendment.

EXECUTED THIS 27th day of January, 1977.

SOUTHWESTERN SAVINGS ASSOCIATION

BY: Gem B. Childress
Gem B. Childress, Vice President

ATTEST:
Gerard P. Dawes
Gerard P. Dawes, Secretary

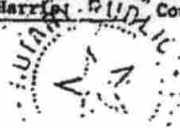
THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared Gem B. Childress, Vice President of Southwestern Savings Association, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 24th day of January, 1977.

Linda Marshall
Notary Public in and for
Harris County, Texas

Return to:
Ravensway Home Association
13205 Cypress North Houston Rd.
Cypress, Texas 77429



157-18-2511

6307456

PROTECTIVE COVENANTS

143-95-1300

Rest

Evert E. Heliste and wife, Pamela F. Heliste, are the record owners of Lot 3, Block 3, partial replat of Ravensway, Section 2, according to the plat thereof recorded in Volume 228, Page 77 of the Map Records of Harris County, Texas, and Entex, Inc., the owner of an interest in a 16 foot wide utility easement located along the rear of said Lot 3, do hereby covenant and agree as follows:

5 Entex, Inc. acknowledges and consents to the construction of a portion of a swimming pool with concrete decking and a 4' x 10' cabana garage extension that will encroach approximately 2.5 feet into the utility easement in which Entex, Inc. owns an interest. Entex's acknowledgement and consent is specifically limited to the encroachment herein described and no additional encroachment of any nature whatsoever shall be construed as having been consented to herein.

Evert E. Heliste and wife, Pamela F. Heliste, acknowledge the existence of a two (2) inch natural gas main located 12 feet from the rear property line within said utility easement, and herein agrees and covenants to indemnify and hold harmless, Entex, Inc., its successors and assigns, from and against any and all liability, losses, claims, demands, injury or other casualty to property and to persons including costs and attorney's fees, caused by, growing out of, or occurring in connection with the hereinabove referenced encroachment upon the utility easement.

Entex, Inc. expressly reserves the right, and Evert E. Heliste and wife, Pamela F. Heliste expressly acknowledges and consents to this right, to remove without liability therefore, any material or structure constituting the encroachment acknowledged herein, should such removal be desirable in order for Entex to gain access for any reason whatsoever to its pipeline(s) located in said easement. The parties hereto expressly agree that Entex, Inc. shall in no way be liable for any removal and/or damage done to such materials and/or structures. Furthermore, the parties hereto specifically agree that Entex, Inc. shall under no circumstances be under any duty or responsibility to restore any materials and/or structures so removed and or damaged.

These conditions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring any interest in the property, described herein whether by descent, demise, purchase, gift, or otherwise.

Accepted and agreed to this the 1st day of October, 1979.

(3)
10

RECORDING'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WEEK PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

ENTEX, INC.

By: Evert E. Heliste
Evert E. Heliste Heliste

By: Pamela F. Heliste
Pamela F. Heliste Heliste

By: Thomas J. Lee, Jr.
Thomas J. Lee, Jr., Vice President

CRS

143-85-1301

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Thomas J. Lee, Jr., Vice President of Entex, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of

October, 1979.



Manuel R. Perez, III
Notary Public in and for
Harris County, Texas

MANUEL R. PEREZ, III
Notary Public in and for Harris County, Texas
My Commission Expires 12-31-81
R-18-81

THE STATE OF TEXAS |
COUNTY OF HARRIS |

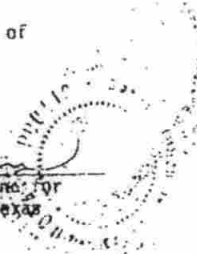
BEFORE ME, the undersigned authority, on this day personally appeared Evert E. Heléste, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of

September, 1979.



V. M. Sorenson
Notary Public in and for
Harris County, Texas
V. M. Sorenson



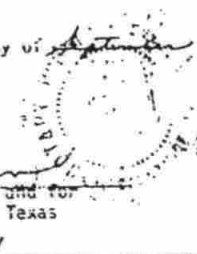
THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared ~~Evert E.~~ ^{Amela F.} Heléste, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of September 1979

Amela F. Heléste

V. M. Sorenson
Notary Public in and for
Harris County, Texas
V. M. SORENSON



Return to: Entex Inc.
P. O. Box 2628
Rm. 1175
Houston, Texas 77001

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.