

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

**(REGARDING INCREASES IN THE ANNUAL MAINTENANCE ASSESSMENT)**

This Supplemental Amendment to the Declaration Of Covenants, Conditions and Restrictions for Ravensway Section Three ("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 ("Declaration") for Ravensway Section Three filed of record under Clerk's File No. E685286 in the Official Real Property Records of Harris County, Texas for that certain property known as Ravensway Section Three, according to the map or plat thereof also filed of record in Volume 228, Page 89 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 Declaration states that each Lot is subjected to an annual maintenance charge and any increase in the annual assessment must be approved by a majority of owner or owners of each lot within the subdivision.

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 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.*

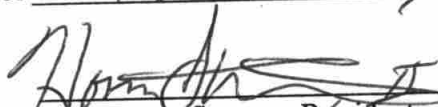
*Each September, the Board shall set the annual assessment for the following year. Each Lot shall be subjected to an annual maintenance charge and assessment of up*

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, 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:


*Beverly R. Kogman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2010 NOV 18 AM 9:45

FILED

**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.

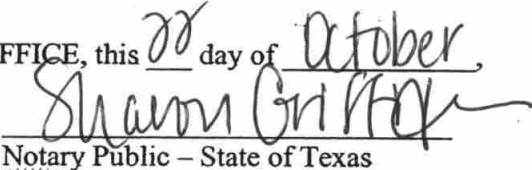


By: Chuck Alhorn, Secretary

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\_RavSec3.doc

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



RP 074-93-0649

EGS5286

136-02-0044

RESTRICTIONS FOR RAVENSWAY  
SECTION III

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

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 Three, 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 89 to which plat and the record thereof reference is here made for full and particular description of said property; and

*6-10*

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.

136-02-0045

(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 subtending 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 tight 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



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 be 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 trees 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

lots in Ravensway Subdivision, Section III. 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 \$8.90 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.



136-02-0049

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 19<sup>th</sup> day of February, 1976

SOUTHWESTERN SAVINGS ASSOCIATION

BY Charles W. Patterson  
Senior Vice-President

ATTEST: L. Kelley  
Asst. Secretary

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles W. Patterson, Senior Vice-President of the 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 19th day of February, 1976

Carol Owen  
Notary Public in and for  
Harris County, TEXAS  
Carol Owen, my commission expires on  
June 1, 1977.

Please return to  
Chartered Development  
13205 Cypress W. Houston  
Cypress, Texas 77429