

## -RESTRICTIONS-

## DEEDS

THE STATE OF TEXAS X  
 COUNTY OF MONTGOMERY X

KNOW ALL MEN BY THESE PRESENTS:

THAT, AMBERWOOD INC., a Texas Corporation, hereinafter called "GRANTOR", being the owner of that certain tract of land in the H. A. Peters Survey, A-434, in Montgomery County, Texas, which has heretofore been platted into that certain subdivision known as AMBERWOOD, a recorded Subdivision in Montgomery County, Texas, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots (except for Lots 21, 22, 95 and 103) in said AMBERWOOD for the benefit of the present and future owners of said lots does hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots (except for Lots 21, 22, 95 and 103) in AMBERWOOD and each contract or deed which may be hereafter executed with regard to any of the lots in said AMBERWOOD shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed. Lots 21, 22, 95 and 103 of said subdivision are specifically excluded from these restrictions.

RESERVATIONS

There shall be and are hereby reserved in Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof;

1.

Grantor reserves the right to convey necessary utility easements and rights-of-ways, other than those reflected by the recorded plat of Amberwood, which easements and rights-of-way are reserved for the use and benefit of Grantor and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers or any other utility or service which Grantor may find necessary for the proper service of lots in AMBERWOOD.

2.

Grantor reserves the right to impose additional restrictions and dedicate additional easements and street rights-of-way on any unsold lots or building sites in AMBERWOOD, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instruments in writing duly recorded in the Office of County Clerk of Montgomery County, Texas, or incorporated in the deed from Grantor conveying the lot or building site in AMBERWOOD to be so additionally restricted or subjected to such easement or right-of-way.

3.

Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damages done by either of them or their assigns, agents, employees or servants to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

4.

It shall be and is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in said AMBERWOOD by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Grantor or utility companies through along or upon the easements, premises or any part thereof to serve said property or any other portions of AMBERWOOD and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any public service corporation, or to any other party, is hereby expressly reserved in Grantor.

THE AMBERWOOD COMMITTEE

At such time as seventy-five per cent (75%) of the land area in AMBERWOOD shall be sold or deeded by Grantor, then the lot owners in AMBERWOOD may by vote, as hereinafter provided, appoint or elect a committee of not less than three (3) members to be known as the AMBERWOOD COMMITTEE, hereinafter referred to as the "Committee". Each member of the Committee must be a lot owner in AMBERWOOD. Each lot owner shall be entitled to one (1) vote for each lot (or for each building site conforming to the provisions of Paragraph III. of the Section hereof entitled "Restrictions") to which he then holds record title. Grantor or its nominee reserves the right to be a permanent member of such committee, said right to bear the same duties and responsibilities as the other members of the committee.

Grantor shall be obligated to arrange for the initial election of such Committee at such time (after the sale of seventy-five per cent (75%) of the land area as hereinbefore set out) as two or more lot owners in AMBERWOOD request in writing the call of such election. Thereafter, the Committee shall also be obligated to arrange for elections for the removal and/or replacement of Committee members when so requested in writing by two or more lot owners in AMBERWOOD. The Committee may also call such an election within its own discretion.

Such election (or any other election for the removal or replacement of Committee members) shall be governed by the following: The Committee (or Grantor until such Committee is initially elected) shall serve written notice of such election to each of the then lot owners in AMBERWOOD by addressing such notice by registered mail to the last known address of such owners at least two weeks prior to such election, therein apprising said owners of the time and place of said election. Votes of owners shall be evidenced by written ballot furnished by the Committee (or Grantor) and the Committee shall maintain said ballots as a permanent record of such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

The results of such election shall be determined by the majority vote of those owners then voting. The appointment or election of the Committee and of any removal or replacement of members thereof shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the then property owners voting in such election. The Committee, when created shall function as representatives of all the property owners in AMBERWOOD to assure against depreciation of the property values in said addition by giving its attention to the matters hereinafter set out as proper functions of such committee, and shall be authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
2. Enforce, by appropriate proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.
4. Approve or reject plans and specifications for improvements, to be erected in AMBERWOOD, or for the moving of mobile homes to permitted lots in AMBERWOOD, all of which must be submitted to and approved by it prior to the commencement of construction of any such improvements, or for the moving of said mobile homes, in accordance with these restrictions.

5. Employ from time to time an architect or architects for advice and consultation with reference to plans and specifications for any improvements to be constructed in AMBERWOOD and to pay such architect or architects for their advice in connection with such matters out of the Maintenance Fund, a sum of or sums of money which the Committee deems to be appropriate.

Members of the Committee may, at any time, be relieved of their position and substitute members therefor appointed by vote as above set out. Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending further action by the lot owners. Until such time as a Committee has been formed, as above provided for, the Committee shall be comprised of three (3) members to be designated by Grantor. Such Committee shall have the right to act within the authority granted to the Committee under these restrictions and covenants. Neither Grantor nor any member of the Committee shall ever be liable to any person, firm or corporation for any action taken with reference to the matters hereinabove set out in this section of this instrument or for any action (other than fraud and theft) taken with respect to the collection and/or administration and/or expenditure of monies belonging to the Maintenance Fund hereinafter provided for, the acceptance by any party of a deed to any lot or building site in AMBERWOOD shall constitute such party's covenant and agreement that such liability shall not exist.

#### MAINTENANCE CHARGE

Each lot, or building site conforming to the provisions of Paragraph III. of the Section hereof entitled "RESTRICTIONS", is hereby subject to an annual maintenance charge of not more than SIXTY DOLLARS (\$60.00) per year, for the purpose of creating a fund to be known as the "MAINTENANCE FUND", to be paid by the owners of each and all of the sites in said subdivision, annually, in advance, upon the first day of January of each year, beginning January 1, 1978. The amount of said charge will be determined by the Committee during the month next preceding the due date of said charge. The maintenance charges levied by the Committee shall be paid to the Committee and shall be held by it in trust and used for the benefit of all owners in AMBERWOOD, and such sum may be expended by the Committee for any purposes, which in its judgment, will be most effective in maintaining the property values in AMBERWOOD including, but not by way of limitation, the lighting, landscaping, improving and maintaining the streets and roads in AMBERWOOD, collecting and disposing of garbage, ashes or other refuse in

AMBERWOOD, employing policemen, and/or watchmen, caring for vacant lots and trees thereon, fogging or spraying for control of mosquitoes and other insects, and in doing any other thing necessary or desirable, which in the opinion of the Committee, will keep the property neat and presentable, or for any other purposes which the Committee considers will benefit the owners or occupants of property in AMBERWOOD. Grantor does not bear the responsibility of paying the maintenance charge for all unsold lots in AMBERWOOD.

To secure the payment of the Maintenance Charge levied against each lot, or conforming building site, a vendor's lien is hereby reserved by Grantor, said lien shall be enforceable through appropriate proceedings at law by Grantor until such time as the Committee is formed pursuant to the provisions hereof, after which such time said lien shall be enforceable by the Committee. Grantor does hereby subordinate the lien securing said Maintenance Charge to the lien or liens of any bona fide lender who hereafter lends monies for the purchase of any lot in said addition, and/or for the construction and/or permanent financing of any improvements on any such lot.

RESTRICTIONS

I

No residence or structures (including by way of example but not by way of limitation, fences, walls, air conditioning towers and swimming pools) or any additions thereto, or any alterations thereof, shall be erected, renovated or re-constructed, placed or suffered to be placed or remain upon any premises comprising part of AMBERWOOD until the architect's detailed plans and specifications therefor, together with the outside color scheme thereof, have been approved by the Committee. Such plans and specifications must accurately reflect the size, location and type of the structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevation of said buildings and structures, and the location of same with respect to the lot lines, and front, side and rear set back lines, and the outside color scheme to be used on any improvements to be erected in AMBERWOOD. A true copy of all such plans and specifications and details shall be lodged permanently with the Committee and any buildings or improvements which are thereafter erected shall conform in detail to such plans and specifications. It is provided, however, that if the Committee neither approves nor rejects such plans and specifications in writing within thirty (30) days after filing of the same with the Committee, its approval thereof shall be implied.

II.

No building shall be located nearer to the front or the side street lines as indicated by the building lines designated on the plat of AMBERWOOD. No residence shall be located on any lot or building site nearer than twenty-five (25) feet to the side line of any such lot or building site. If any two or more lots or fractions thereof are consolidated into one homesite, in conformity with the provisions of Paragraph III. hereof, the building setback restrictions shall be deemed to apply to such resultant homesite as if it were one original lot.

III.

(a) No lot or lots in AMBERWOOD shall be re-subdivided in any manner except as provided in sub-paragraph (b) of this Section III. next following.

(b) Any person owning two or more adjoining lots in AMBERWOOD, may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in the next following section hereof, on each such resulting building site, provided any such re-subdivision or consolidation from such re-subdivision shall have a land area of not less than one acre of land.

IV.

Any resident (except for mobile homes), constructed in AMBERWOOD must have a living area of not less than 1,125 square feet, exclusive of open or screened porches, terraces, driveways, carports and garages.

V.

All lots or building sites in AMBERWOOD shall be used for single family residential purposes only, and no structure shall be altered, placed, erected or permitted to remain on any lot or building site except one single family residence, which shall not exceed two stories in height and a private garage, which shall not exceed the height of the residence in stories or overall height, and which may contain living quarters only for bona fide servants.

VI.

(A) No mobile home (except as provided under sub-paragraph "B" below), tent, shack or other temporary structure shall ever be erected, placed or maintained on any lot or building site in AMBERWOOD, for human or animal habitation, and no temporary building, basement, garage or other out building erected on any lot or building site in AMBERWOOD, shall be at any time used for human or animal habitation (except by bona fide servants, as stated) temporarily or permanently. This provision does not exclude parking of mobile homes on property owned by lot owners, provided it is uninhabited and is parked generally behind the main house structure and no closer than 100 feet

to any street. Further, this provision does not exclude erection of permanent bona fide servant and/or guest housing, animal stables and tack rooms, or workshops, provided; however, such structures are approved following the procedure outlined in Section I hereof and are erected generally behind the main house structure.

(B) Mobile homes shall be allowed on Lots 1 through 6, 70 through 94, and 96 through 102; however said mobile homes must be 1973 or newer models and must contain a living area of at least 720 square feet.

#### VII.

No nuisance shall ever be erected or suffered to remain upon any site or sites in said subdivision, provided, however, that the Committee shall be the sole and exclusive judge as to what constitutes a nuisance.

#### VIII.

No trash, manure, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on any lot, the occurrence of which shall be remedied by the Committee in the manner set out under Section IX below.

#### IX.

Each owner of a lot in AMBERWOOD binds and obligates himself through purchase of such lot to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any purchaser of a lot in AMBERWOOD should, in the opinion of the Committee, fail to maintain his lot in a neat and attractive manner, said Committee will notify such owner in writing of any objectionable, detrimental or unattractive conditions existing on such lot and request such owner to eliminate same. In the event any such owner shall fail to eliminate any objectionable, detrimental or unattractive conditions existing on such owner's lot within fifteen days after receipt of written notice from the Committee specifying such objectionable or detrimental conditions, then, in such event, the Committee is authorized to eliminate such conditions and charge the cost of same to such lot owner, and any such expense incurred by the Committee in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against such lot for the following year. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a lot owner fail to do so after being duly notified, the Committee shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with or arising from such action.

#### X.

No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any lot without the consent in writing by the Committee.

Grantor or members of the Committee shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on any lot without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal.

XI.

No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property in AMBERWOOD and all indoor toilets and baths shall be installed with and connected to a septic tank or sanitary sewer which must be approved by all state, county or city health authorities having jurisdiction. The drainage of septic tanks into road ditches, either directly or indirectly, is strictly prohibited.

XII.

No hogs, goats, chickens, cows, horses or other animals carrying an offensive odor shall be domiciled on lots in AMBERWOOD, nor shall other farm and domestic animals be maintained for propagation and subsequent commercial exploitation; however, not more than two (2) horses may be kept upon each lot, provided that adequate fences and stables shall be maintained upon such building site (said fences and stables to be approved by the committee).

XIII.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any building site, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site.

XIV.

The use or discharge of pistols, rifles, shot guns, other firearms, explosives or fireworks is expressly prohibited on any part of AMBERWOOD.

XV.

These covenants and restrictions shall run with the land, and shall be binding upon Grantor, its successors and assigns, and all persons or parties claiming under it, for a period of twenty-five years from the date hereof, at which time they shall be automatically extended for successive periods of ten years each, unless prior to the expiration of any such period the then owners of a majority of the land area in AMBERWOOD shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the



expiration of the period in which it is executed and recorded. These covenants and restrictions may be amended prior to the expiration of the above mentioned twenty-five year period, provided the owners of a majority of the land area in AMBERWOOD execute and record an instrument doing so.

XVII.

If the Grantor herein, or any of its successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for the Committee on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

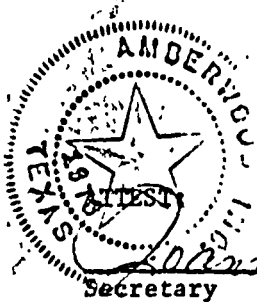
XVIII.

In the event any one, or more, of these covenants, agreements, reservations, easements, restrictions or maintenance charges shall become or be held invalid, by reason of abandonment, waiver or judicial decision, the same shall in nowise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this the 24<sup>th</sup> day of September, 1976.

AMBERWOOD INC., a Texas Corporation

By Charles Signor  
President

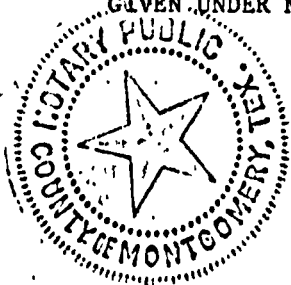


Joanne Signor  
Secretary

THE STATE OF TEXAS    I  
COUNTY OF MONTGOMERY I

Before Me, the undersigned authority, on this day personally appeared CHARLES SIGNOR, President of Amberwood Inc., 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, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24<sup>th</sup> day of September, 1976.



FILED FOR RECORD  
AT 10 O'CLOCK AM

Alice J. Kering  
Notary Public in and for  
Montgomery County, Texas

NOV 15 1976

ROY HARRIS, Clerk  
County Court, Montgomery Co. Tx.  
By Maria Kushing Deputy