

512-16-1508

CERTIFICATE
OF
AMENDMENT TO THE RESTRICTIONS
FOR
BELLAIRE WEST, SECTION TWO (2)

Amended

W

S356789

03/11/97 290364400 \$354789 1199.00

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

WHEREAS, Restrictions, Covenants and Conditions were filed of record on January 10, 1966 under Volume 6241, Page 215, et. seq., of the Deed Records of Harris County, Texas, subjecting the following real property to the provisions thereof;

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- Lots Twenty-Four (24) and Twenty-Five (25), Block One (1);
- Lots Seven (7) through Fifteen (15), Block Eight (8);
- Lots Twenty-Two (22) through Forty-Three (43), Block Nine (9);
- Lots One (1) through Thirty-Eight (38), Block Ten (10);
- Lots One (1) through Nineteen (19), Block Eleven (11); and
- Lots One (1) through Seven (7), Block Twelve (12).

All in Bellaire West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 135, Page 55, of the Map Records of Harris County, Texas.

and

WHEREAS, the Restrictions, Covenants and Conditions provide that they may be amended by an instrument signed by a majority of the then owners of the lots and recorded in the Real Property Records of Harris County, Texas; and

WHEREAS, a majority of the owners of lots in Bellaire West, Section Two (2), have agreed to amend the Restrictions, Covenants, and Conditions, as evidenced by the written consents attached hereto;

Doc#38125

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
MAR 26 1999

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature] Deputy

512-16-1509

(4)

NOW, THEREFORE, the undersigned, being the Treasurer and authorized representative of Bellaire West Community Improvements Association ("the Association"), does hereby certify that the following signature pages constitute the written consent of not less than a majority of the lot owners in Bellaire West, Section Two (2), to amend the Restrictions, Covenants and Conditions for the purpose of increasing the maximum annual assessment payable to the Association to One Hundred Twenty and no/100 Dollars (\$120.00).

Arden Smith
Arden Smith

BEFORE ME, a notary public, on this day personally appeared ARDEN SMITH, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he executed this instrument for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this 4th day of March, 1997.

Stacey A. Khouri
Notary Public in and for the
State of Texas



Doc#38125

Rebimfo:
BUTLER & HALEY, INC.
Attorneys at Law
6718 Westheimer, Suite 1000
Houston, Texas 77057

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A CERTIFIED COPY
MAR 26 1999

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Beverly B. Kaufman
Deputy

C247637

Part 2
DD

WHEREAS, M. T. - WEST, INC. and FIRST GENERAL REALTY CORPORATION, Owners of the following described property, joined herein by FIRST MORTGAGE COMPANY OF HOUSTON, INC., lienholder of the following described property situated in Harris County, Texas, to-wit:

Lots Twenty-Four (24) and Twenty-Five (25) in Block One (1); Lots Seven (7) through Fifteen (15), both inclusive, in Block Eight (8); Lots Twenty-Two (22) through Forty-Three (43), both inclusive, in Block Nine (9); Lots One (1) through Thirty-Eight (38), both inclusive, in Block Ten (10); Lots One (1) through Nineteen (19), both inclusive, in Block Eleven (11); and Lots One (1) through Seven (7), both inclusive, in Block Twelve (12); All in BELLAIR WEST, SECTION TWO, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded at Volume _____, Page _____, Map Records of Harris County, Texas.

665
M

6241 215

046-40-0453

WHEREAS, it is the desire of said owners to establish a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both the present and the future owners of lots in said subdivision:

NOW, THEREFORE, the above mentioned owners and lienholders of all the above described property do hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon said property, which shall constitute covenants running with the title of the land and shall inure to the benefit of said parties, their respective successors and assigns, and to each and every purchaser of lands in said addition and their assigns, and any one of said beneficiaries shall have the right to enforce the restrictions using whatever legal method is deemed advisable.

RESTRICTIONS, COVENANTS AND CONDITIONS

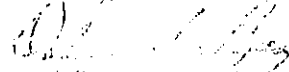
1. LAND USE AND BUILDING TYPE. All lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a detached garage for not less than two (2) nor more than four (4) cars. As used herein the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any lot without said subdivision, it being the intention that only new construction shall be placed and erected thereon.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee hereinafter established as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. No fence

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A CERTIFIED COPY
MAR 26 1999

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


Deputy

the street than the minimum building set back lines as shown on the recorded plat.

3. DWELLING SIZE. The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 950 square feet for a one and one-half story dwelling with at least 500 square feet in the upper floor area.

4. TYPE OF CONSTRUCTION, MATERIALS AND LANDSCAPE.

- (a) No residence shall have less than 511 or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.
- (b) No roof of any building shall be constructed or covered with asphalt shingles or composition roofing materials.
- (c) A concrete sidewalk 4 feet wide will be constructed adjacent to and abutting the curb at the street along the entire front of all lots; in addition thereto, 4 foot wide sidewalks will be constructed adjacent to the curb along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.
- (d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of Bellaire West, Section Two.
- (e) Each Kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- (f) No landscaping shall be done in the front of any dwelling in Bellaire West, Section Two, until the landscape layout and plans shall have first been approved by the Architectural Control Committee. Each dwelling shall have a tree of the size and type specified by the Architectural Control Committee, such tree to be planted in the parkway area on the front of the lot at the time the dwelling is being completed and before occupancy.

5. BUILDING LOCATION. No building 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 building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line; provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard dimensions on any lot (except in the case of a garage or other permitted accessory building set back 65 feet as above provided) be less than fifteen per cent (15%) of the width

DEED RECORDS
R241 215

046-40-0454

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A CERTIFIED COPY

ATTEST: [Signature]
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature] Deputy
DEPUTY CLERK

of the lot, measured (to the nearest foot) along the front set back line shown on the recorded plat. No main residence building nor 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, eaves, steps and open porches shall not be considered 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 purposes 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. Each main residence building will face the front of the lot, and each garage will face the front of the lot on which it is situated and will be provided with driveway access from the front of the lot only.

6241-217

DEED RECORDS

046-40-3455

6. MINIMUM LOT AREA. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 6,050 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision increases the minimum lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

7. EASEMENTS. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets and pipeline 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 situated on the land covered by said easements.

8. ANNOYANCE OR NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

9. TEMPORARY STRUCTURES. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently. No truck, trailer, automobile or other vehicle will be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, 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.

10. SIGNS AND BILL BOARDS. No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by M. T. - West, Inc. and FIRST GENERAL REALTY CORPORATION to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision.

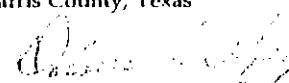
11. OIL AND MINING OPERATIONS. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed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

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A CERTIFIED COPY

ATTEST **MAR 26 1983**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


DON GREG LOPEZ Deputy

ARCHITECTURAL CONTROL COMMITTEE

BOOK 6244 PAGE 218

DEED RECORDS

046-40-0455

1. The architectural Control Committee shall be composed of Walter M. Mischer, Glenn W. Loggins, and R. H. Braden of Houston, Texas. The foregoing members shall serve for a period of fifteen (15) years, or until their successors are duly appointed. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the expiration of fifteen (15) years from date of these restrictions, the then record owners of a majority of the lots in this subdivision shall have the power through a written instrument executed by the then owners of a majority of such lots and duly recorded in the Deed Records of Galveston County, Texas, to change the membership of the Committee and to restore to the Committee any of its original powers and duties.

2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. At any time after fifteen (15) years from the date hereof the then record owners of a majority of the lots in this subdivision may elect to transfer all of the rights, powers, duties, purposes and functions of the Committee to any non-profit civic club or similar association or organization representing them; and upon such transfer this Committee shall cease to exist and said civic club or similar association or organization shall succeed to all of the rights, powers, duties, purposes, and functions of this Committee.

4. Specifically, but not by way of limitation, the Committee shall have the following rights, duties, privileges, functions, and purposes, to-wit:

- A. The right to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions.
- B. The right, but not the obligation, to enforce these restrictions and/or to prevent violations thereon.

5. The Committee shall have the right to adopt rules for the conduct of its business which shall not be inconsistent with anything herein contained.

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(3b)

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A CERTIFIED COPY

MAR 25 1994

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature]
Deputy

MAINTENANCE CHARGE

DEED RECORDS
Vol 6241 p 219
040-40-0457

1. Each lot in Bellaire West, Section Two is hereby subjected to an annual maintenance charge and assessment not to exceed \$3.00 per month or \$36.00 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 Bellaire West, Section Two to Bellaire West Community Improvement Association in advance quarterly installments, commencing October 1, 1965. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by Bellaire West Community Improvement Association as the needs of the subdivision may in the judgment of that association require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$3.00 per lot per month, or \$36.00 per lot per year. The present owners of the property hereinabove described and their successors and assigns agree to pay their and each of their proper proportion of said assessment for all lots in Bellaire West, Section Two, which are fully developed and saleable building sites. Bellaire West Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Bellaire West, Section One, as well as all subsequent sections of Bellaire West, provided, however that each future section of Bellaire West to be entitled to the benefit of this Maintenance Fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of Bellaire West Community Improvement Association; 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: constructing and maintaining parks, parkways, rights-of-way, easements, esplanades and other public areas, collecting and disposing of garbage, ashes, rubbish 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, employing policemen and watchmen, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the Bellaire West Community Improvement 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 Bellaire West Community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

2. To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be reserved in each Deed by which the Owner (grantor herein) shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the above mentioned property owners association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such 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 owner of any such lot to secure the 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

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A CERTIFIED COPY

ATTEST: **MAR 28 1965**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature]
Deputy

mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) 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. Registered 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 lien holder, said beneficiary 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.

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

GENERAL PROVISIONS

1. 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 them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or person 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 violations.

2. 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.

IN TESTIMONY OF WHICH, the undersigned have executed or caused these presents to be executed by and through its duly authorized President and Secretary, executing same in his own behalf and for the purposes aforesaid, this 9 day of NOVEMBER, A. D., 1966.

OWNERS

B. T. - WEST, INC.

BY: John R. Loggins
Vice-President

FIRST GENERAL REALTY CORPORATION

BY: W. H. Barden
Vice-President

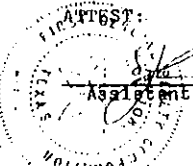
LIENHOLDERS

FIRST MORTGAGE COMPANY OF HOUSTON, INC.

BY: J. R. [Signature]
Vice-President



[Signature]
Assistant Secretary



[Signature]
Assistant Secretary



[Signature]
Secretary

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A CERTIFIED COPY

ATTEST: MAR 26 1966
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature] Deputy

6241 220

046-40-0458

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared GIENN W. LOGGINS, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of M. T. WEST, INC., a Texas corporation, 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 this the 14 day of February, 1966.

Mary B. Smith
Notary Public in and for Harris County, Texas



DEED RECORDS
BOOK 6241 PAGE 274

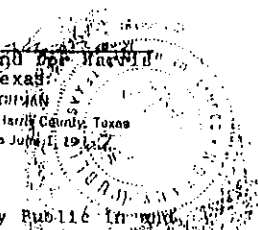
046-40-0459

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared [Signature], known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of FIRST GENERAL REALTY CORPORATION, a Texas corporation, 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 this the 14 day of February, 1966.

Carla Daughman
Notary Public in and for Harris County, Texas
CARLA DAUGHMAN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

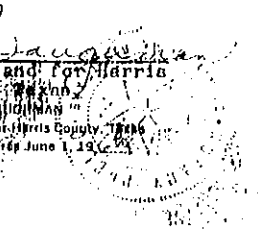


THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared [Signature], known to me to be the person whose name is subscribed to the foregoing instrument as [Signature] President of FIRST MORTGAGE COMPANY OF HOUSTON, INC., a Texas corporation, 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 this the 14 day of February, 1966.

Carla Daughman
Notary Public in and for Harris County, Texas
CARLA DAUGHMAN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967



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A CERTIFIED COPY

ATTEST: MAR 2
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature]
Deputy

FILED IN CASE NO. 6241 sub 222

046-40-0460

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
the Public and all the taxes and charges thereon were
paid RECORDED, in the Volume and Page of the record
RECORDED of Harris County, Texas, as indicated herein by
me, on
FEE \$ 0 1966



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS
MAR 2 40 PM '66

WALTER W. ...
MAR 3 1966
HOU TEX

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY
MAR 6 3 1966

ATTEST: _____
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores Lopez

DOLORES LOPEZ Deputy