

S346660

CERTIFICATE 03/04/97 300100376 S346660 4346.00

Amended

OF
AMENDMENT TO THE RESTRICTIONS
FOR
BELLAIRE WEST, SECTION SIX (6)

REC

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

WHEREAS, Restrictions, Covenants and Conditions were filed of record on September 3, 1969 under Volume 7743, Page 437, et. seq., of the Deed Records of Harris County, Texas, subjecting the following real property to the provisions thereof;

2/6

- Lots One (1) through Nineteen (19), Block Seventeen (17);
- Lots One (1) through Twenty-Eight (28), Block Eighteen (18);
- Lots One (1) through Ten (10), Block Nineteen (19);
- Lots One (1) through Twenty-Eight (28), Block Twenty (20);
- Lots One (1) through Forty-Two (42), Block Twenty-One (21);
- Lots One (1) through Twenty-Eight (28), Block Twenty-Two (22);
- Lots One (1) through Thirteen (13), Block Twenty-Three (23);
- Lots One (1) through Twenty-Eight (28), Block Twenty-Four (24);
- Lots One (1) through Twenty-Eight (28), Block Twenty-Five (25);
- Lots One (1) through Fourteen (14), Block Twenty-Six (26);
- Lots One (1) through Twenty-Eight (28), Block Twenty-Seven (27);
- Lots One (1) through Eight (8), Block Twenty-Eight (28); and
- Lots One (1) through Eight (8), Block Twenty-Nine (29).

All in Bellaire West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 151, Page 123, of the Map Records of Harris County, Texas.

D

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

Doc#38125

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY ON A BASIS OF COLOR, OR RACE, IS NULL AND VOID TO THE EXTENT OF THE FEDERAL LAW.

A CERTIFIED COPY
MAR 20 1997

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

[Signature]
County Clerk

BELLAIRE WEST COMMUNITY IMPROVEMENT ASSOCIATION, INC.
BALLOT FOR DECLARATIONS AMENDMENT
APRIL 1, 1996

I, the undersigned, being the owner of property within the boundaries of Bellaire West, a subdivision located in Harris County, Texas, do hereby vote on the proposition below:

MAINTENANCE CHARGE:

The proposed change below shall require a 51% affirmative vote from each section to amend the Restrictions and shall be accomplished in no more than one year from the date noted above. If the affirmative vote is not received, the ballot becomes void and voting will have to start over.

Change From: Each lot in Bellaire West Sections 1 through 8 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 fundprovided 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.

Change To: Each lot in Bellaire West Sections 1 through 3 is hereby subjected to an annual maintenance charge and assessment not to exceed \$10.00 per month or \$120.00 per annum, to be effective January 1, 1997.

Check One to cast your vote: Yes No

ASSESSMENT INCREASE:

The proposed assessment increase below shall require a 51% affirmative vote from each section to pass and shall be accomplished in no more than one year from the date noted above. If the affirmative vote is not received, the ballot becomes void and voting will have to start over.

The annual assessment shall be increased to \$10.00 per month or \$120.00 per year, the additional revenue to be used for the maintenance of the subdivision. The increase will be effective on January 1, 1997.

Check One to cast your vote: Yes No

Fiddie Lee 7802 Belle Glen
Homeowner Signature Property Address
FIDIE LEE 1-20-97
Homeowner Name Printed Date

Bellaire West, Section 06
Block 21 Lot 035

OFFICIAL USE ONLY
Page Number _____

mail to: ~~BWCA~~
P. O. Box 278
Alief, TX 77411-0278

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

ATTESTED 9/11/96
GENERAL B. KAUFMAN, County Clerk
Harris County, Texas

COUNTY CLERK

512-07-1312

WHEREAS, a majority of the owners of lots in Bellaire West, Section Six (6), have agreed to amend the Restrictions, Covenants, and Conditions, as evidenced by the written consents attached hereto;

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 Six (6), 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

(152)
101

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

RETURN TO:
BUTLER & HAILEY
5718 WESTHEIMER
SUITE 1400
HOUSTON, TEXAS 77057-5744



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:
REVEREND B. KAUFMANN, County Clerk
Dallas County, Texas

[Signature]
County Clerk

C977612

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

AMENDED

WHEREAS, by instrument dated December 2, 1968, recorded at Volume 7440, Pages 454 through 462, both inclusive, Deed Records of Harris County, Texas, all of the owners placed certain restrictions on the future use of the following described property situated in Harris County, Texas to-wit:

Lots One (1) through Nineteen (19), both inclusive, in Block Seventeen (17); Lots One (1) through Twenty-Eight (28), both inclusive, in Block Eighteen (18); Lots One (1) through Ten (10), both inclusive, in Block Nineteen (19); Lots One (1) through Twenty-Eight (28), both inclusive, in Block Twenty (20); Lots One (1) through Forty-Two (42), both inclusive, in Block Twenty-One (21); Lots One (1) through Twenty-Eight (28), both inclusive, in Block Twenty-Two (22); Lots One (1) through Thirteen (13), both inclusive, in Block Twenty-Three (23); Lots One (1) through Twenty-Eight (28), both inclusive, in Block Twenty-Four (24); Lots One (1) through Twenty-Eight (28), both inclusive, in Block Twenty-Five (25); Lots One (1) through Fourteen (14), both inclusive, in Block Twenty-Six (26); Lots One (1) through Twenty-Eight (28), both inclusive, in Block Twenty-Seven (27); Lots One (1) through Eight (8), both inclusive, in Block Twenty-Eight (28); and Lots One (1) through Eight (8), both inclusive, in Block Twenty-Nine (29), all in BELLAIRE WEST, SECTION SIX (6), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 151, Page 123 of the Map Records of Harris County, Texas.

1250

DEED RECORDS
VOL 7743
PAGES 487

108-39-2042

lee

WHEREAS it has been determined by all of the owners and all of the lienholders of the above described property that it is desirable and necessary to amend the above-referenced instrument by additions and deletions more fully described in the following paragraphs:

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

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

ATTEST: **MAR 30 1999**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores S. Lopez
DOLORES LOPEZ Deputy

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 the Bellaire West Property Owners Association, and any one of said beneficiaries shall have the right to enforce the restrictions using whatever legal method is deemed advisable.

1
108-39-20A3
ECC105
7743
108-39-20A3

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 two stories in height and a detached or attached garage shall be erected, altered, placed, or permitted to remain on any residential lot except that any or all of Lots One (1) through Fourteen (14), both inclusive, in Block Twenty-Six (26), and Lots One (1) through Eight (8), both inclusive, in Block Twenty-Nine (29) may be used for multi-family housing of not more than four living units per lot. 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 within 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 composed of Guy R. Odom, Guy L. Hogue, and Howard L. Terry or a representative designated in writing by them, 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 or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum 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 not be less than 1,100 square feet for a one-story dwelling, nor less than 950 square feet of ground floor area for a dwelling of more than one story.

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
ATTES **MAR 30 1999**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores S. Lopez
DOLORES LOPEZ Deputy

4. Type of Construction, Materials, and Landscape.

- (a) No residence shall have less than 51 per cent 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) A concrete sidewalk four feet wide will be constructed parallel to the curb at the property line along the entire front of all lots; in addition thereto, four foot wide sidewalks will be constructed parallel to the curb at the property line 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 sidewalks and same shall be constructed and completed before the main residence is occupied.
- (c) 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 Six.
- (d) 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.
- (e) No landscaping shall be done in the front of any dwelling in Bellaire West Section Six 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

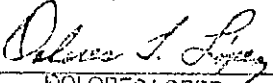
DEED RECORDS
FILE 77431 AND 433

108-39-2044

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

ATTES **MAR 30 1999**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


DOLORÉS LOPEZ, Deputy

108-39-2045

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 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.

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 plot 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. Easement for the installation and maintenance of utilities, drainage facilities, road, 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.

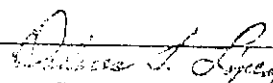
8. Annulment or Nuisance. No noxious or offensive activity shall be carried

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 30 1999

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

 Deputy

108-39-2046

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, bill boards, 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 Norwood Homes, Inc., to construct and maintain such signs, bill boards 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.

12. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. 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 progresses without undue delay, until the completion of the improvements.

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

ATTEST MAR 30 1939
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores S. Lopez Deputy
DOLGRESTOPEZ

after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

108-39-2047

ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee shall be composed of Guy R. Odom, Guy L. Hogue, and Howard L. Terry 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 office of the County Clerk, Harris 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, 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 nonprofit civic club or similar association or organization shall succeed to all of the rights, powers, duties, purposes, and functions of this committee.

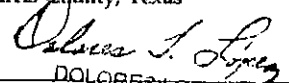
4. Specifically, but not by way of limitation, the committee shall have the following rights, duties, privileges, functions, and purposes, to-wit:

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 30 1999

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


DOLORES LOPEZ Deputy

108-39-2048

- (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 thereof.
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.

Maintenance Charge

1. Each lot in Bellaire West Section Six 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 Six to Bellaire West Property Owners Improvement Association in advance quarterly installments, commencing July 1, 1969. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by Bellaire West Property Owners Improvement Association as the needs of the subdivision may in the judgement 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 Six which are fully developed and saleable building sites. Bellaire West Property Owners Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Bellaire West Section Six 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 Property Owners Improvement Association, said uses and benefits to be provided by said association shall include by way of illustration and not limitation,

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

ATTEST MAR 30 1969
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores Lopez Deputy

108-39-2049

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 Property Owners 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 judgement of Bellaire West Property Owners 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 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 lender, 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.

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 30 1999

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

Dolores Lopez
 _____ Deputy
 DOLORES LOPEZ

108-39-2050

- 3. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.
- 4. The owner of any residential lot shall have the right to inspect the books and records of the Bellaire West Property Owners Improvement Association at any reasonable time.

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 persons owning any real property, situated in said development or subdivision or for the Bellaire West Property Owners Association 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.

2. Severability. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

3. Amendments. Any amendment by the developer to these restrictions and covenants shall be approved by the Federal Housing Administration.

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 3rd day of September, A. D., 1969.

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

ATTEST: MAR 30 1999
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores A. Lopez Deputy
DOLORES LOPEZ

108-39-2051

ATTEST:
NORWOOD HOMES, INC.
Gregory J. Marney
Secretary

NORWOOD HOMES, INC.
Harlan E. Smith
Owner

CRC-CROSE INTERNATIONAL, INC.

J.M. Chance
Secretary

Richard V.P. Smith
Lienholder

FANNIN BANK

Franklin J. ...
Lienholder

Franklin J. ...
Lienholder

MORTGAGE & TRUST, INC.

Harold Wallace
Lienholder

C. Harold Wallace
Lienholder

FIRST CONTINENTAL MORTGAGE CO.

Edwards
Lienholder

Edwards
Lienholder

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Harlan E. Smith known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of NORWOOD HOMES, INC., 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 the 30 day of SEPTEMBER, A. D., 1969.

Benjamin J. Hammond
Notary Public in and for Harris County, Texas

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

ATTEST: MAR 30 1999
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores S. Lopez
DOLORES LOPEZ, Deputy

THE STATE OF TEXAS |
COUNTY OF HARRIS |

DEED RECORDS
VOL 7743 DEED 447

108-39-2052

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared T. W. BRANO known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of CRC-CROSE INTERNATIONAL, INC., 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 the 4th day of September, A. D., 1969.

[Signature]
Notary Public in and for Harris County, Texas

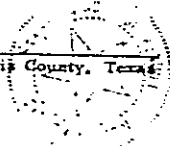


STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared PEARL ROSSIE known to me to be the person whose name is subscribed to the foregoing instrument, as VICE President of FANNIN BANK, 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 the 4th day of September, A. D., 1969.

[Signature]
Notary Public in and for Harris County, Texas

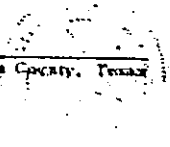


STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared C. HAROLD WALLACE known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of MORTGAGE & TRUST, INC., 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 the 4th day of September, A. D., 1969.

[Signature]
Notary Public in and for Harris County, Texas



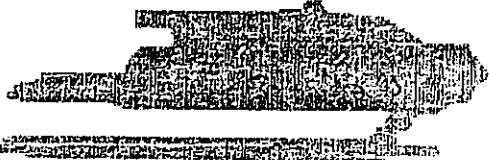
- 11 -

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

ATTEST: MAR 30 1999
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature]
DOLORES LOPEZ Deputy



DEED RECORDS
VOL 7743 PAGE 448

Stat

108-39-2053

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

ATTEST **MAR 30 1999**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores S. Lopez
DOLORES LOPEZ Deputy

STATE OF TEXAS
COUNTY OF HARRIS

DEED RECORDS
VOL. 7743 PAGE 449

108-39-2054

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared W. E. DANIELS known to me to be the person whose name is subscribed to the foregoing instrument, as President of FIRST CONTINENTAL MORTGAGE CO., 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 the 4th day of September, A. D., 1969.

Notary Seal
Notary Public in and for Harris County, Texas

1969 SEP 5 AM 9 19

PAID
RECORDS
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on the date and in the line hereon shown by me and was duly RECORDED in the Volume and Page of the named RECORDS of Harris County, Texas, as mentioned herein by me, on

SEP - 5 1969



Notary Seal
COUNTY CLERK
HARRIS COUNTY, TEXAS

RETURN TO:
DON DEAN
JOHNSON LOGGINS Co. -12-
1740 CHAMBER of COMMERCE BLDG
HOUSTON 97002

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 30 1999

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

Delores A. Lopez
DELORES LOPEZ Deputy