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178-10-2104

THE STATE OF TEXAS X
COUNTY OF HARRIS X

THIS DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LEXINGTON WOODS, NORTH A SUBDIVISION

IN HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM

This instrument is not satisfactory for photographic
recording due to carbon or photo copy, discolored
paper, etc., or due to illegibility. All block-outs, ad-
ditions and changes were present at time instrument
was filed and recorded.

178-10-2105

WITNESSETH

WOODLEX INC. (hereinafter called "Declarant") is the owner of the following described lots, land and premises, to-wit:

Lots 1 through 9 in Block 1;
Lots 10 through 26 in Block 2;
Lots 27 through 66 in Block 3;
Lots 67 through 103 in Block 4;
Lots 104 through 138 in Block 5;
Lots 139 through 153 in Block 6;
Lots 154 through 161 in Block 7;
Lots 162 through 173 in Block 8;
Lots 174 through 197 in Block 9;
Lots 198 through 214 in Block 10;
Lots 215 through 306 in Block 11;
Lots 307 through 354 in Block 12;
Lots 355 through 365 in Block 13;
Lots 366 through 373 in Block 14;
Lots 374 through 386 in Block 15;
Lots 387 through 394 in Block 16;
Lots 395 through 414 in Block 17;
All in LEXINGTON WOODS NORTH, a
Subdivision in the Howard DeCrow
Survey, A-221, Harris County, Texas
as per the map or plat thereof re-
corded in Volume 258, Page 1, of the
Map Records of Harris County, Texas.

Declarant for the purposes of evidencing and setting forth a substantially uniform plan and scheme of development which it has adopted for such lots, lands and premises, does hereby covenant and provide that it, as well as its successors and assigns, and all parties holding title by, through and under it shall hereafter have and hold title to the above described lots, land and premises subject to the following restrictions and covenants, which are hereby imposed upon the said properties as covenants running with the land, and which shall be binding upon and shall be observed by Declarant and its successors and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said Lots above described.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LEXINGTON WOODS NORTH COMMUNITY ASSOCIATION, its successors and assigns, provided for in Article IV hereof.

Section 2. "Properties" shall mean and refer to LEXINGTON WOODS NORTH, subject to the Reservations set forth herein and/or in the Subdivision Plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for residential purposes.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of LEXINGTON WOODS NORTH, recorded in Volume 258, Page 1, of the Map Records of Harris County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the LEXINGTON WOODS NORTH ARCHITECTURAL CONTROL COMMITTEE, provided for in Article III hereof.

ARTICLE II

RESIDENTIAL, USE AND CONSTRUCTION COVENANTS

1. All Lots shall be known, described, and used 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 Lots other than one single-family dwelling not to exceed two (2) stories in height, a detached or attached garage for not less than two or more than four cars, and a single story utility or storage building, which such utility or storage building must have the written approval of the Architectural Control Committee as to appearance and location on the Lot. Carports on residential Lots are prohibited. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments, or mobile homes and no Lot shall be used for business or professional purposes of any kind, nor for any kind of commercial or manufacturing purpose.
2. No buildings or structures, (other than a utility or storage building approved as above provided) or any additions thereto, or any alteration thereof, shall be

constructed, renovated, or re-constructed, placed or suffered to remain upon any lot or building site until the Architectural Control Committee hereinafter created shall have approved in writing the architect's detailed plans and specifications, together with the outside color scheme, which plans and specifications must accurately reflect the size, floor plan and elevations of such structure, including the type and quality of materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said buildings and structures, and the location of same with respect to the lot lines, and front and side setback lines.

3. No roof of any building shall be constructed or covered so that the exposed material is asphalt shingle or composition roofing material unless such material is 340 P.S.I. Timberline (GAF), or equal, or is otherwise approved by the Architectural Control Committee hereinafter created, or its designated representatives. This limitation on composition roofing materials shall not prevent the use of a built up roof, the exposed material of which is crushed marble, slag, or pea gravel. All roofing material, of any kind, shall be of a light color, such as gray, tan or beige unless a different color is approved by said Architectural Control Committee.

4. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1600 square feet for one-story dwellings, nor less than 1100 square feet for a dwelling of more than one story.

5. No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior Lot Line, except that a detached garage located sixty (60) 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 of any Lot (except in the case of a garage set back 60 feet as above provided) be less than fifteen percent (15%) of the width of the Lot measured (to the nearest foot) along the front setback 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. If two or more lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Section 6 below, those building set-back provisions shall be applied to such resultant building site as if it were one original, platted lot.

6. (A) None of said lots shall be resubdivided in any fashion except as herein after provided.

(B) Any persons owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraphs numbered 2, 3, 4 and 5 above, on each such resulting building site provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

7. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot, or building site, having an area of less than 6,900 square feet.

8. Improvements on interior lots shall be constructed with the front of the improvement facing the street on which the lot fronts. Improvements on corner lots shall be constructed with the front of the improvement facing the street from which the building set back line shown on the recorded plat of such lot is the greatest.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

10. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereof which may become an annoyance to the neighborhood.

11. 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; provided, however, that Declarant reserves to itself and to any builder designated by Declarant, the right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

12. An underground electric distribution system will be installed in that part of LEXINGTON WOODS NORTH designated Underground Residential Subdivision, which

underground service area shall embrace all lots in LEXINGTON WOODS NORTH. 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.

13. No sign of any kind shall be displaced ^y to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, and a "Yard of the Month" award sign, the design and size of which shall be prescribed by the Association. Signs used by a builder to advertise the property during the construction and sales period shall not be subject to the foregoing size limitation.

14. No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot. No radio or television wires or antennae shall be placed or maintained on any building on any residential lot to extend more than fifteen (15) feet above the roof line of the main residence on said lot. No radio or other electronic transmitters shall be permitted on any Lot, the operation of which would interfere with normal radio or television reception."

15. No drilling, oil development operation, 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 derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

16. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owners or occupants of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereof as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereof and shall not burn any garbage, trash or rubbish except under such conditions as permitted by law. In the event of default on the part of the owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after thirty (30) days written notice thereof, the Association, or its agent, may, without liability to the owner or occupant, in trespass or otherwise, enter upon said Lot, cut 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 the such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the owner, a vendor's lien is hereby and herein retained against the above-described property in favor of the Association or its assignee but inferior to any purchase money lien or mortgage. Such Vendor's Lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

17. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight limitations shall apply on

any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

19. No fence, wall, or hedge shall be placed or permitted to remain on any of said lots in the area between any street adjoining same and the front and/or side building line. Further, no fence or wall shall be constructed that exceeds six (6) feet in height unless prior approval is obtained from the Architectural Committee, hereinafter created, and the erection of a chain link fence facing upon a street is expressly prohibited.

20. No trucks, vans, recreational vehicles, trailers, boats, passenger cars or any other vehicle will be permitted to park on streets or on drives in front of residences for longer than a 24 hour period.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

No building shall be erected, placed or altered on any of said lots until the building plans, specifications and plot plan have been approved in writing as provided in Article II, Section 2, above, by a committee composed of J. DICKSON ROGERS, JOHN S. DUNN, JR., and C. RODNEY BROESCHE, or a representative designated by a majority of the members of said committee. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date

178-10-2112

of this instrument, and thereupon all of such duties and powers shall pass to, and vest in, the Association.

ARTICLE IV

LEXINGTON WOODS NORTH
COMMUNITY ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of any of the Properties which are subject or which will be subject upon the completion of improvement thereon, to maintenance charge assessment by the Association, including contract Sellers, shall be a member of the LEXINGTON WOODS NORTH COMMUNITY ASSOCIATION. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by the above Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be WOODLEX INC., the Declarant herein. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by the above Section 1; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1987.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. LEXINGTON WOODS NORTH COMMUNITY ASSOCIATION, a non-profit corporation, has been organized; and all duties, obligations, benefits, liens, and right hereunder in favor of the Association shall vest in said corporation.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

ARTICLE V

MAINTENANCE CHARGE

1. Each Lot in LEXINGTON WOODS NORTH is hereby subjected to an annual maintenance charge and assessment, for the purposes 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 LEXINGTON WOODS NORTH to LEXINGTON WOODS NORTH COMMUNITY ASSOCIATION on or before January 1, of each year, in advance annual installments, commencing on the first day of January, 1979; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half ($\frac{1}{2}$) the assessed rate until the first day of the month following completion and occupancy of a permanent residence thereon. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year, by the Association as the needs of the subdivision may, in the judgment of the Association, require; provided that such assessment will be uniform and the initial maximum amount of such assessment shall be \$15.00 per Lot per month, or \$180.00 per year, however such assessment maximum may be increased each year by a sum not to exceed 6% of the maximum assessment for the previous year.

The maintenance charges levied by the Association shall be paid to the Association and shall be held by it in trust and used for the benefit of all owners in LEXINGTON WOODS NORTH and such sum may be expended by the Association for any purpose which, in its judgment, will be most effective in maintaining the property values in LEXINGTON WOODS NORTH and may include, by way of clarification but not by way of limitation, the lighting, improving and maintaining the streets and

roads in LEXINGTON WOODS NORTH, collecting and disposing of garbage, ashes, or other refuse in LEXINGTON WOODS NORTH, employing policemen and/or watchmen, caring for vacant lots and trees thereon, fogging or spraying for control of mosquitoes and other insects, constructing and maintaining recreation facilities, and in doing any other thing necessary or desirable which in the opinion of the Association, will keep the property neat and presentable or for any other purpose which the Association considers will be of general benefit to the owners or occupants of property in LEXINGTON WOODS NORTH, it being understood that the judgment of the 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 Lots, there shall be reserved in each Deed (whether specifically stated thereon or not) by which the Declarant shall convey such Lots, the Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be 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 construction of improvements on any such lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; 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, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, and shall contain a 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 Lot 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.

ARTICLE VI

ADDITIONAL SECTIONS FOR LEXINGTON WOODS NORTH

It is contemplated that additional adjoining properties may be hereafter subdivided into one or more additional Sections of LEXINGTON WOODS NORTH, to be known as LEXINGTON WOODS NORTH, SECTION II, etc. In this connection, it is also contemplated that such additional Section or Sections will, when so subdivided, be subjected to restrictive covenants comparable to these and specifically to a maintenance charge identical to the one herein established, and that thereupon the owners in such additional Sections will become members of the Association pursuant to the terms of this Declaration and of the Articles of Incorporation of the Association. It is therefore provided that appropriate reference to this Declaration shall be made in the restrictive covenants and maintenance charge imposed upon any such additional Section thereby adopting the provisions of this instrument to the end that the restrictions and Maintenance Charge imposed upon all Sections be construed and administered collectively and in harmony with each other.

ARTICLE VII

GENERAL PROVISIONS

1. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date of these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to collect damages or other dues for such violations.

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

3. As long as there is a Class B membership in the Association no amendment or modification of this Declaration may be made without the approval and consent of the Federal Housing Administration or the Veterans Administration.

178-10-2116

EXECUTED this 13th day of October, 1977.



WOODLEX INC. 10

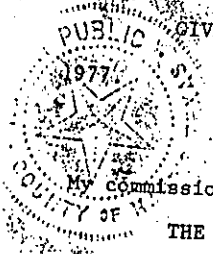
By [Signature]
VICE PRESIDENT

ATTEST:

[Signature]
ASSISTANT SECRETARY

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared J. DICKSON ROGERS Vice President of WOODLEX INC., 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, as the act and deed of said corporation and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of October, 1977.

J. P. Bryan, Jr.
Notary Public in and for Harris County, Texas

THE MORTGAGEBANQUE, INC., the holder of a lien or liens on the properties described in the foregoing Declarations of Covenants, Conditions and Restrictions hereby consents to the imposition of said covenants, conditions and restriction on said properties and hereby subordinates its said lien or liens thereto.

ATTEST:

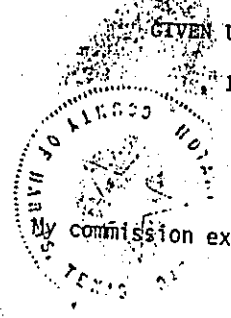
THE MORTGAGEBANQUE, INC.

[Signature]
SECRETARY

By *[Signature]*
PRESIDENT

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared J. P. Bryan, Jr. President of THE MORTGAGEBANQUE, INC., 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, as the act and deed of said corporation and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of October, 1977.

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

Return to: Woodlex, Inc.
5100 West Loop
Suite 170
Houston, TX 77056