

RECORDERS MEMORANDUM:
In Recording This Instrument It Was Necessary
To Place in The Recordation The Notation
as Notations as Shown.

289603

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AMENDMENT

111-19-0081

TO

RESIDENTIAL DEED RESTRICTIONS

ASHFORD SOUTH SECTION ONE

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

WHEREAS, the undersigned are owners of tracts of land, being situated in Harris County, Texas, same being within that certain 48.4439 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as "ASHFORD SOUTH SECTION ONE" according to the Plat filed for record in the Office of the Clerk of Harris County in Volume 139, Page 61 of the Map Records, do hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said "ASHFORD SOUTH SECTION ONE", for the benefit of the present and future owners of said lots and ASHFORD COMMUNITY ASSOCIATION, INC.

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WHEREAS, said residential deed restrictions refer to the following in paragraph eight (8) thereof:

"8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly."

WHEREAS, it is the desire of the undersigned to amend said paragraph eight (8) to read as follows:

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"8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence. No boat trailers, boats, travel trailers, trailers, inoperative automobiles, mobile homes, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way, front or side yards or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly."

WHEREAS, said residential deed restrictions refer to the following in paragraph eleven (11) thereof:

"11. No wall, fence, or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot. No side or rear fence, wall, or hedge shall be more than six (6) feet high."

WHEREAS, it is the desire of the undersigned to amend said paragraph eleven (11) to read as follows:

"11. No wall, fence, or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot. No side or rear fence, wall, or hedge shall be more than six (6) feet high. No fence shall be of wire or chain link type construction. Any non-fence wire or chain link construction shall be screened from public view. The replacement of any roof of any building shall be of the same construction material replaced. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request."

WHEREAS, said residential deed restrictions refer to the following in paragraph fifteen (15) thereof:

"15. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees. Approval must be obtained from First or its assignee prior to removal of any tree."

WHEREAS, it is the desire of the undersigned to amend said paragraph fifteen (15) to read as follows:

"15. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction of such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead, hazardous, or unsightly trees. Approval must be obtained from First or its assignee prior to removal of any tree."

WHEREAS, said residential deed restrictions refer to the following in paragraph seventeen (17) thereof:

"17. There is to be imposed on each lot in Ashford South Section One, and on other sections subsequently to be platted and made of record in Ashford Forest, an annual maintenance charge to be paid to Ashford Community Association, Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, park area, vacant lots, a swimming and recreational club, garbage and rubbish removal and any other thing necessary or desirable in the opinion of Ashford Community Association, Inc. to be of general benefit to the owners or occupants of the above described property. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by First for the purpose of securing payment of said charge, assigned to Ashford Community Association, Inc. without recourse on First in any manner for the payment of said charge and indebtedness."

WHEREAS, it is the desire of the undersigned to amend said paragraph seventeen (17) to read as follows:

"17. There is to be imposed on each lot in Ashford South Section One, and on other sections subsequently to be platted and made of record in Ashford Forest, an annual maintenance charge to be paid to Ashford Community Association, Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, park area, a swimming and recreational club, garbage and rubbish re-

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removal and any other thing necessary or desirable in the opinion of Ashford Community Association, Inc. to be of general benefit to the owners or occupants of the above described property. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by First for the purpose of securing payment of said charge, assigned to Ashford Community Association, Inc. without recourse on First in any manner for the payment of said charge and indebtedness.

WHEREAS, the owners of the majority of the tracts comprising the land above-described, as more fully described in those certain Deed Restrictions filed of record in Volume 6324, Page 450, et seq., of the Deed Records of Harris County, Texas, may change, modify, or omit such restrictions, or any one of them, by executing and acknowledging an appropriate instrument in writing filed with the Office of the County Clerk of Harris County, Texas, and

WHEREAS, it is deemed to be in the best interest of the owners of said tracts comprising the land above-described, and of the persons who may purchase tracts therein that certain changes, modifications and revisions be made in the existing Deed Restrictions for the improvement and development of the lots or tracts covered thereby, as a modern subdivision.

NOW, THEREFORE, we, the undersigned, being the owners of at least a majority of the said lots and tracts above-described, do hereby approve, agree to, ratify and adopt the following amendments, to paragraphs eight (8), eleven (11), fifteen (15) and seventeen (17) of restrictions recorded in Volume 6324, Page 450, et seq., of the Deed Records of Harris County, Texas, and do amend said paragraphs to read as follows:

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14. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence. No boat trailers, boats, travel trailers, trailers, inoperative automobiles, mobile homes, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way, front or side yards or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the setback or behind the fence which encloses the rear of the lot. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

15. No wall, fence, or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot. No side or rear fence, wall, or hedge shall be more than six (6) feet high. No fence shall be of wire or chain link type construction. Any non-fence wire or chain link construction shall be screened from public view. The replacement of any roof of any building shall be of the same construction material replaced. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

16. The digging of ditches or the removal of any dirt from any lot is expressly prohibited except as necessary in connection with the landscaping of or construction of such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead, hazardous, or unhealthy trees. Approval must be obtained from First or its assignee prior to removal of any trees.

17. There is to be imposed on each lot in Ashford South Section One, and on other sections subsequently to be platted and made of record in Ashford Forest, an annual maintenance charge to be paid to Ashford Community Association, Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, park area, a swimming and recreational club, garbage and rubbish removal and any other thing necessary or desirable in the opinion of Ashford Community Association, Inc. to be of general benefit to the owners or occupants of the above described property. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by First for the purpose of securing payment of said charge, assigned to Ashford Community Association, Inc. without recourse to First in any manner for the payment of said charge and indebtedness.