

SUMMARY OF DEED RESTRICTIONS

DEED RESTRICTIONS FOR ASHFORD SOUTH AND ASHFORD FOREST

When Ashford South and Ashford Forest were being developed, a deed restriction for each section was filed in the office of the Clerk of Harris County. For the most part, the deed restrictions are the same. The following is a list of the restrictions with notes to indicate the sections to which they apply. The list includes all restrictions, for all sections, and the wording is exactly as filed with the County Clerk. The location of the restrictions in the Deed Records of the Clerk of Harris County is as follows.

<u>Subdivision</u>	<u>Section</u>	<u>Vol.</u>	<u>Page</u>
Ashford South	1	6324	450
Ashford South	2	7067	394
Ashford South	3	7645	10
Ashford Forest	3	6198	157
Ashford Forest	4	7000	32
Ashford Forest	5	7645	18
Ashford Forest	Lake	7420	205
Ashford Forest	Lake (Amendment)	7533	328

In the following list, the sections to which the restrictions apply are listed above the restriction:

Restrictions for the Ashford Communities

*Forest, Sections 3, 4, and 5 and South, Sections 1, 2, and 3*

No building shall be erected, altered or permitted to remain on any lot other than one detached single-family residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three cars and bona fide servants' quarters, which structure shall not exceed the main dwelling in height or number of stories.

*Lake Section*

No building shall be erected, altered or permitted to remain on any lot other than one detached single-family residential dwelling not to exceed three (3) stories in height, a private garage for not more than four (4) cars, and a bona fide servants' quarters, and other incidental and necessary structures as may be approved pursuant to the terms hereof; provided, however, that no garage or incidental structure shall exceed the main residential structure in height or number of stories.

*Forest, Sections 3, 4, and 5 and South, Sections 1, 2, and 3*

No building or improvements of any character shall be erected or placed, or the erection of begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved by First or its assignee hereinafter provided for as to compliance with these restrictions and as to quality of materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation. In the event First fails to approve or disapprove within thirty (30) days after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

*Lake Section*

No building or improvements of any character, including specifically any and all fences, walls, bulkheads, piers, trees, shrubs, and bushes, shall be erected, planted or placed, or the erection, planting or placing of same begun, or changes made in the design thereof after approval or original construction, on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved by First as to compliance with these restrictions, as to quality of materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation. In the event First fails to approve or disapprove within thirty (30) days after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

*South, Sections 1, 2, and 3*

The living area of the main residential structure, exclusive of open porch, garage and servants quarters shall be not less than 1600 square feet for a one story dwelling nor less than 2000 square feet for a structure of two (2) stories. The exterior material of the main residential structure shall be not less than fifty-one percent (51%) masonry.

*Forest, Sections 3, 4, and 5*

The living area of the main residential structure, exclusive of open porch, garage and servants' quarters shall be not less than 1800 square feet for a one story dwelling nor less than 2200 square feet for a structure of two (2) stories. The exterior material of the main residential structure shall be not less than fifty-one percent (51%) masonry.

*Lake Section*

The living area of the main residential structure, exclusive of open porch, garage and servants' quarters, and incidental structures, shall be not less than 2,000 square feet for a one-story dwelling, nor less than 1,600 square feet or the ground floor for a structure in excess of one (1) story. The exterior material of the main residential structure shall be not less than fifty-one percent (51%) masonry.

*Forest, Sections 3, 4, and 5 and South, Sections 1, 2, and 3*

No building shall be located on any lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side or rear street line. Subject to the provisions of Paragraph 5, no building shall be located nearer than five (5) feet to an interior lot line, except that a garage or other permitted accessory building located seven-five (75) feet or more from the front line may be a minimum distance of three (3) feet from an exterior lot line. For the purpose of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

*Forest, Section 3*

No garage located closer than sixty (60) feet to the front property line shall face and open at less than a ninety (90) degree angle to the front property line.

*Lake Section*

No building shall be located on any lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Subject to the provisions of Paragraph 5, no building shall be located nearer than five feet (5') to an interior lot line, except that a garage or other permitted accessory building located seventy-five feet (75') or more from the front lot line may be a minimum distance of three feet (3') from an interior lot line. For the purpose of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot. No garage constructed on any lot closer than sixty feet (60') to the front property line of such lot shall be constructed in such a manner as to face and open at less than a ninety degree (90°) angle to such front property line. No pier, bulkhead or similar improvement shall be permitted to extend more than four feet (4') beyond the lakeside property line of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2). No improvement, other than a bulkhead or pier, shall be erected within twenty-five feet (25') of the lakeside property line of Lots Three (3) through Fifteen (15), inclusive, and Lots Seventeen (17) through Twenty-Five (25), inclusive, Block Two (2), or within ten feet (10') of the lakeside property line of Lot Sixteen (16), Block Two (2). Nothing contained in this Paragraph 4 shall prohibit either First or Ashford Lake Maintenance Association, Inc. from erecting, maintaining, altering or changing, and both First and Ashford Lake Maintenance Association, Inc. hereby reserve unto themselves the right to erect, maintain, alter or change, piers from Reserve "B" and Reserve "E" as reflected on the recorded plat.

*Forest, Sections 3, 4, 5 and Lake, and South, Sections 1, 2 and 3.*

Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block.

*Forest, Sections 3, 4, and 5 and South, Sections 1, 2, and 3*

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and no structure shall be erected on any of said easements. Neither First nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

*Forest, Section 4*

Underground electric service shall be available to all lots in the Subdivision. The owner of each lot 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 of such cable (such point of attachment to be designed by the electric company) to electric company's installed transformers or energized secondary junction boxes. The electric company furnishing service shall make the necessary electrical 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 the electric company furnishing service to the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

*Lake Section*

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plot and no building or improvements shall be erected, planted or placed on, or in such a manner as to interfere with the use of, any of said easements. Neither First nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to buildings or improvements, including specifically shrubbery, trees, flowers, or improvements erected, planted or placed in violation of this Paragraph 6.

Underground electric service shall be available to Lot Fifteen (15) in Block One (1), Lots One (1) through Thirty-One (31), both inclusive, in Block Two (2) and Lots Thirty-Eight (38) through Forty-Three (43), both inclusive, in Block Two (2). The owner of each lot 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 of such cable (such point of attachment to be designed by the electric company) to electric company's installed transformers or energized secondary junction boxes. The electric company furnishing service shall make the necessary electrical 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 the electric company furnishing service to the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

*Forest, Sections 3, 4, 5, and Lake, and South, Sections 1, 2 and 3*

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residence purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

*Forest, Sections 3, 4, 5, and Lake, and South, Sections 1, 2 and 3*

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

*Lake Section; the last sentence of the above paragraph is:*

Temporary structures may be used as building offices and for other related purposes only during the construction period, and such structures must be inconspicuous and sightly and must be removed immediately upon the completion of construction.

*Forest, Sections 3, 4, 5 and Lake and South, Sections 1, 2, and 3*

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, not shall any walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

*Forest, Sections 3, 4, 5 and Lake, and South, Sections 1, 2, and 3*

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept provided they are not kept, bred, or maintained for commercial purposes.

*South, Sections 1, 2, and 3 and Forest, Sections 3, 4, and 5 and Lake*

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.

*Forest, Section 3 and Lake; add the following sentence to the above paragraph:*

No fence shall be of wire or chain link type construction.

*South, Sections 1, 2, 3, and Forest, Sections 3, 4, 5 and Lake*

No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted, or permitted to remain on corner lots.

*Forest, Sections 3, 4, 5 and Lake, and South, Sections 1, 2, and 3*

The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard or portion of the lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothing from public view.

*Forest, Sections 3, 4, 5 and Lake, and South, Sections 1, 2 and 3*

The owner or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, 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 thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn anything except by use of an incenerator and then only during such hours as permitted by law. All clothes lines, yard equipment, woodpiles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets, or other property.

*Lake Section only*

In addition, the owners and occupants of Lots Three (3) through twenty-five (25), inclusive, Block Two (2), shall keep the shoreline of the lake to be constructed adjacent thereto in a neat and attractive condition and shall keep their lots free and clear of all objects that would detract from the natural beauty of the lake.

*All Sections*

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 ten (10) days written notice thereof, First or its assignee, may without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, or cause to be cut, such weeds and grass, and remove 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 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.

*South, Sections 1, 2, and 3 and Forest, Sections 3, 4, 5 and Lake*

No sign, advertisement, billboard, or advertising structure of any kind other than a normal for-sale sign may be erected or maintained on any lot in said subdivision. First or its assignee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on said lots, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith, or arising from such removal.

*South, Sections 1, 2, and 3 and Forest, Sections 3, 4, 5 and Lake*

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.

*Forest, Sections 3, 4 and Lake and South, Sections 1 and 2*

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.

*Forest, Sections 3, 4, 5 and Lake and South, Sections 1, 2, and 3*

First hereby retains the right to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other necessary documents, or approvals required to be submitted to it, to an architectural control committee which may be appointed annually by the Board of Directors of Ashford Community Association, Inc.

*Forest, Sections 3, 4, 5 and Lake, and South, Sections 1, 2, and 3*

There is to be imposed on each lot in Ashford South Section One (*Two and Three*) and on other sections subsequently to be platted and made of record in Ashford Forest (*Sections 3, 4, 5 and Lake*) 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.

*For the Lake Section add the following:*

and (b) an annual maintenance charge, in addition to the charge imposed under (a) above, to be paid to Ashford Lake Maintenance Association, Inc., by each lot owner in the Ashford Forest Lake Section and to be applied, so far as sufficient, toward (i) dredging and furnishing water for the lake to be constructed in the Ashford Forest Lake Section, (ii) in purchasing, installing, operating, and maintaining the equipment and facilities to be used in connection therewith, (iii) in maintaining the lake in a sanitary condition, and (iv) for such other purposes relating to the lake and the use and development thereof as First and/or the Ashford Lake Maintenance Association, Inc. deem desirable. The maintenance charge imposed under (b) above shall be a maximum of Seventy-Two Dollars (\$72) per annum for Lots Three (3) through Twenty-Five (25), inclusive, Block (2) and a maximum of Thirty-Six Dollars (\$36) per annum for the remaining lots in Ashford Forest Lake Section. This maintenance charge may be increased or decreased at any time by the affirmative vote of two-thirds (2/3) of the lot owners of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), and the affirmative vote of two-thirds (2/3) of the lot owners of the remaining lots in Ashford Forest Lake Section, provided, however, that the annual charge imposed under (b) above on Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), shall be at all times maintained at a maximum level of twice that imposed on the remaining lots in Ashford Forest Lake Section.

Payment of the charges imposed under (a) and (b) above shall be a continuing affirmative covenant both personal to the lot owner and occupant, and a covenant running with the land. Appropriate recitations in the deed conveying each lot will evidence the retention of vendor's liens by First for the purpose of securing payment for said charges, which liens shall be assigned to Ashford Community Association, Inc. and to Ashford Lake Maintenance Association, Inc., respectively, without recourse on First in any manner for the payment of said charges and indebtedness.

*Forest, Lake Section only*

Use of the lake to be constructed in Ashford Forest Lake Section shall be limited (a) to lot owners, their spouses and children, and guests thereof when accompanied by lot owners, their spouses or children, and (b) for canoeing and sailing and swimming, the use of all boats powered by internal combustion engines being hereby expressly prohibited. Under no circumstances shall water from the lake ever be taken from the lake and used for any private purpose. All persons permitted to use the lake shall do so in a responsible manner, in compliance with all applicable regulations (subdivision, county, state or federal), and with the utmost consideration for their safety and the safety and convenience of others. First and/or Ashford Forest Lake Association, Inc. hereby reserve unto themselves the right to promulgate and to change, as in their discretion they see fit, rules and regulations governing the use of the lake, and the right to terminate immediately such lake use right as to any owner, his spouse, his children, and to guests thereof if any such person shall ever use the lake or its immediate environs in any manner which violates these lake use restrictions or any applicable law, rule or regulation.

*Forest, Lake Section only*

Owners of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), and their spouses, children and guests, shall have ingress to and egress from the lake from, but only from, their respective lots, it being expressly understood that no such lot owner, or his spouse, children or guests, shall have rights of ingress to or egress from the lake from, through or across any lot owned by any other lot owner without the express consent of such other lot owner. Owners of lots in Ashford Forest Lake Section other than Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), and their spouses, children and guests, shall have ingress to and egress from the lake from, but only from, Reserve "B" and Reserve "E" and the easement running ten feet (10') on either side of the center line representing the common boundary line between Lot Twenty-Five (25) and Lot Twenty-Six (26), Block Two (2), connecting Reserve "E" to Honeywood Trail (as reflected on the recorded plat), it being understood that such other lot owners shall not have any right of ingress to or egress from the lake from, through or across any of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), without the express consent of the owner of any such lot.

*Forest, Lake Section only*

First and the Ashford Lake Maintenance Association, Inc. hereby reserve unto themselves the right to erect, maintain, alter, or change bulkheads and other similar, accessory or incidental structures along the edge of the lake and an easement of ingress and egress over each lot abutting such lake as may be necessary or reasonably appropriate to accomplish the foregoing.

*Forest, Sections 3, 4, 5 and Lake, and South, Sections 1, 2, and 3*

These covenants are to run with the land and shall be binding on all parties and all 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.



*South, Sections 1, 2, and 3 and Forest, Sections 3, 4, 5 and Lake*

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

*South, Sections 1, 2, and 3 and Forest, Sections 3, 4, 5 and Lake*

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

"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.

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.

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.

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 on First in any manner for the payment of said charge and indebtedness."