

J300906

069-82-1709

12/22/85 0002493B J300906 24.00

THE STATE OF TEXAS
COUNTY OF HARRIS

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AMENDED RESTRICTIONS

FOR AND IN CONSIDERATION of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration among the undersigned ("Owners") mutually paid to one another, and in consideration of the reciprocal agreements herein contained, Owners hereby amend the deed use restrictions affecting CRESTWOOD ACRES, a subdivision located in Houston, Harris County, Texas, according to the map or plat thereof recorded in Volume 16, Page 63 of the Map Records of Harris County, Texas, and all amendments and revisions thereof as appear of record in the office of the County Clerk of Harris County, Texas, pursuant to the power of the Owners of the majority of the sites or lots in CRESTWOOD ACRES to change or modify the presently existing deed use restrictions affecting lots within CRESTWOOD ACRES as set forth in paragraph 8 of the present deed restrictions which are recorded in Volume 1158 at Page 505 of the Deed Records of Harris County, Texas.

The undersigned Owners of the majority of the sites and lots in CRESTWOOD ACRES hereby amend, change and modify the deed use restrictions affecting all lots and sites in CRESTWOOD ACRES by replacing the paragraphs numbered 1 through 8 of the deed restrictions recorded in Volume 1158 at Page 505 of the Deed Records of Harris County, Texas, with the below recited restrictions, it being the intention that the following restrictive and protective covenants shall run with title to all of the lots, sites and land contained within CRESTWOOD ACRES, such restrictions touch and concern the land, and shall be binding upon and inure to the benefit of the present owners of the lots or sites within CRESTWOOD ACRES, their heirs, administrators, executors, successors and assigns, as such restrictions are hereinafter set forth:

1. All lots in CRESTWOOD ACRES shall be used only for single or multi-family residences, or condominiums, and the usual accessory outbuildings used in connection with such land uses. No change in the present use of any lot or existing structure shall be required by these restrictions.
2. No garage, trailer, basement, barn, shack, tent or other outbuilding erected in CRESTWOOD ACRES shall be used as a residence; however, servants quarters may be constructed in connection with the garage or other outbuildings.

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12:34 PM
COUNTY CLERK
HARRIS COUNTY, TEXAS

3. All structures shall have constructed or installed a septic tank, sewerage treatment plant connections, or similar contrivances for sewage disposal, to which toilets shall be connected; it being understood that no yard toilet shall be permitted on any lot in CRESTWOOD ACRES.

4. Lots may be subdivided to provide building sites for multi-family residences or for condominiums, without the joinder of the owners of other lots within CRESTWOOD ACRES, so long as the other applicable provisions of these restrictions are complied with. Nothing herein shall prevent the construction or use of a structure on or covering more than one lot. The owners of subdivided portions of lots shall together have but one vote per portion as if each subdivided portion were one lot.

5. If the owner or owners of a lot shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other site in CRESTWOOD ACRES, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

6. All of the restrictions and covenants herein set forth shall become effective on the date one or more copies of this instrument are filed of record in the office of the County Clerk of Harris County, Texas, bearing together the signatures of the owners of record of a majority of the lots in CRESTWOOD ACRES, and shall be effective until January 1, 1994, and shall automatically be extended thereafter for successive periods of ten (10) years; provided however, that should the owners of a majority of the lots in CRESTWOOD ACRES desire to change, modify or eliminate said restrictions, they may do so by executing and acknowledging an appropriate agreement in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments, within the one year period prior to January 1, 1994, or within the one year period prior to the expiration of any ten (10) year period thereafter. Provided further, however, that amendments or modifications to permit broader land uses (except strip shopping center, restaurant, service station or retail use) may be effected by the filing of record of an instrument executed by the owners of a majority of the lots (and subdivided portions thereof) in CRESTWOOD ACRES at any time. No future amendment or modification of these restrictions shall have the effect of prohibiting or preventing a use of any lot or portion thereof lawfully commenced in conformity with the valid restrictions in force at the time of commencement of construction of structures intended for such land use.

EXECUTED by the undersigned Owners of record title to a majority of the lots and sites in CRESTWOOD ACRES on the dates indicated opposite their respective signatures below, all effective the date indicated above, in multiple counterparts, each of which

shall be considered an original for all purposes, and all of which executed counterparts taken together shall constitute one set of land use restrictions affecting CRESTWOOD ACRES subdivision in Harris County, Texas. ✓

OWNERS:	SITE, TRACT & LOT NUMBER	DATE OF EXECUTION
<u>Mary Alice Callahan</u>	<u>Tract # 15</u>	<u>11/23/83</u>
<u>Mary Alice Callahan</u>	<u>Tract # 15</u>	<u>11-23-83</u>
<u>Anna B. March</u>	<u>Tract # 13</u>	<u>11-23-83</u>
<u>Joe J. March</u>	<u>Tract # 13</u>	<u>11-23-83</u>
<u>Charles E. Schuyler</u>	<u>Tract 14</u>	<u>11-23-83</u>
<u>Caroline A. Stachey</u>	<u>Tract 14</u>	<u>11-23-83</u>
<u>Chas. S. Foster Jr.</u>	<u>TRACT 1</u>	<u>11-29-83</u>
<u>Chas. S. Foster</u>	<u>TRACT 1</u>	<u>11-29-83</u>
<u>John R. Fittell</u>	<u>TRACT 17</u>	<u>11/29/83</u>
<u>Kenneth R. Fittell</u>	<u>Tract 17</u>	<u>11/29/83</u>
<u>Frank R. Gattlin Jr.</u>	<u>TRACT 2</u>	<u>11/29/83</u>
<u>John W. Newman</u>	<u>" 3</u>	<u>11/29/83</u>
<u>John W. Newman</u>	<u>" 3</u>	<u>12-2-83</u>
John W. Newman as Independent Executor of Estate of Florence (Marjorie Edwards) Newman, deceased.		
<u>Joel W. Elston</u>	<u>Tract 5</u>	<u>12-30-83</u>
<u>Betty Gater Elston</u>	<u>Tract 5</u>	<u>12-30-83</u>
<u>Agnes A. Cline</u>	<u>Tract 18</u>	<u>12-30-83</u>
<u>Agnes (George) Cline</u>	<u>Tract 18</u>	<u>12-30-83</u>
_____	_____	_____
_____	_____	_____

THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 23rd day of November, 1983, by Joseph B. Collierin

Kaye Sanford
Notary Public in and for
The State of T E X A S

My Commission Expires: 3-2-85

KAYE SANFORD
Printed Name of Notary



THE STATE OF TEXAS
COUNTY OF HARRIS

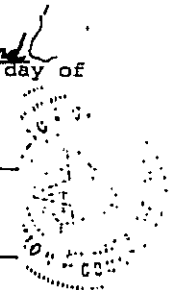
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This instrument was acknowledged before me on the 23rd day of November, 1983, by MARY ALICE COLLERAIN

Kaye Sanford
Notary Public in and for
The State of T E X A S

My Commission Expires: 3-2-85

KAYE SANFORD
Printed Name of Notary



THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 23rd day of November, 1983, by ANNA B. MARSH

Kaye Sanford
Notary Public in and for
The State of T E X A S

My Commission Expires: 3-2-85

KAYE SANFORD
Printed Name of Notary



THE STATE OF TEXAS
COUNTY OF HARRIS

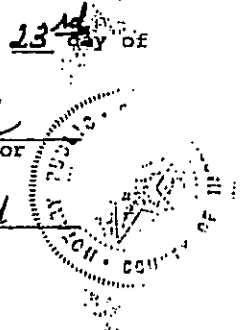
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This instrument was acknowledged before me on the 23rd day of November, 1983, by Joe J. Marsh

Kaye Sanford
Notary Public in and for
The State of T E X A S

My Commission Expires: 3-2-85

KAYE SANFORD
Printed Name of Notary



THE STATE OF TEXAS
COUNTY OF HARRIS

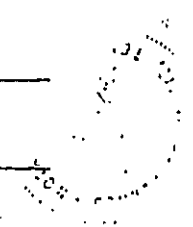
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This instrument was acknowledged before me on the 23rd day of November, 1983, by Charles B. d'Etcheagoyen

Kaye Sanford
Notary Public in and for
The State of T E X A S

My Commission Expires: 3-2-85

KAYE SANFORD
Printed Name of Notary



THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 23rd day of November, 1983, by Caroline A. d'Etcheagoyen

Kaye Sanford
Notary Public in and for
The State of T E X A S

My Commission Expires: 3-2-85

KAYE SANFORD
Printed Name of Notary



THE STATE OF TEXAS
COUNTY OF HARRIS

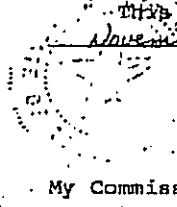
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This instrument was acknowledged before me on the 29th day of November, 1983, by Otis S. Foster Jr.

Javis Sykora
Notary Public in and for
The State of T E X A S

My Commission Expires: 5-5-84

JAVIS SYKORA
Printed Name of Notary



THE STATE OF TEXAS
COUNTY OF HARRIS

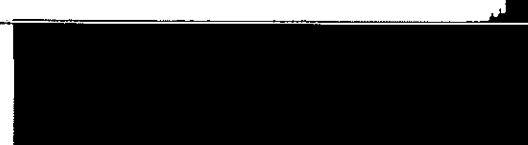
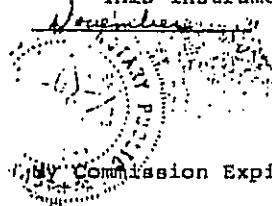
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This instrument was acknowledged before me on the 29th day of November, 1983, by Alice L. Foster

Javis Sykora
Notary Public in and for
The State of T E X A S

My Commission Expires: 5-5-84

JAVIS SYKORA
Printed Name of Notary



THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 27th day of November, 1983, by John R. Estill

[Signature]
Notary Public in and for
The State of T E X A S

My Commission Expires: 5-5-84

Javis Sykora
Printed Name of Notary

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 27th day of November, 1983, by Kathleen R. Estill

[Signature]
Notary Public in and for
The State of T E X A S

My Commission Expires: 5-5-84

Javis Sykora
Printed Name of Notary

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of November, 1983, by Frank R. Gathie Jr.

[Signature]
Notary Public in and for
The State of T E X A S

My Commission Expires: 5-5-84

Javis Sykora
Printed Name of Notary

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 29th day of November, 1983, by John W. Newman

[Signature]
Notary Public in and for
The State of T E X A S

My Commission Expires: 5-5-84

Javis Sykora
Printed Name of Notary

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 2nd day of December, 1983, by John W. Newman as Independent Executor of Florence (Marjorie Edwards) Newman, deceased.

[Signature]
Notary Public in and for
The State of T E X A S

My Commission Expires: 5-5-84

Janis Sykora
Printed Name of Notary

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 30th day of December, 1983, by Jay W. Elston.

[Signature]
Notary Public in and for
The State of T E X A S

My Commission Expires: _____

Patsy A. Hurt
Printed Name of Notary

PATSY A. HURT
Notary Public in and for the State of Texas
My Commission Expires July 28, 1985

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 30th day of December, 1983, by Betty Gates Elston.

[Signature]
Notary Public in and for
The State of T E X A S

My Commission Expires: _____

Patsy A. Hurt
Printed Name of Notary

PATSY A. HURT
Notary Public in and for the State of Texas
My Commission Expires July 28, 1985

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 30th day of DECEMBER, 1983, by ANDRE A. CRISPIN.

[Signature]
Notary Public in and for
The State of T E X A S

My Commission Expires: 3/11/85

SHIRLEY JEAN JONES.
Printed Name of Notary



THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 30th day of December, 1983, by Sylvia Crispin.

Patsy A. Hurt
Notary Public in and for
The State of T E X A S

My Commission Expires: _____

Patsy A. Hurt
Printed Name of Notary

PATSY A. HURT
Notary Public in and for the State of Texas
My Commission Expires July 28, 1986

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the ___ day of _____, 1983, by _____.

Notary Public in and for
The State of T E X A S

My Commission Expires: _____

Printed Name of Notary

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the ___ day of _____, 1983, by _____.

Notary Public in and for
The State of T E X A S

My Commission Expires: _____

Printed Name of Notary

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the ___ day of _____, 1983, by _____.

Notary Public in and for
The State of T E X A S

My Commission Expires: _____

Printed Name of Notary

shall be considered an original for all purposes, and all of which executed counterparts taken together shall constitute one set of land use restrictions affecting CRESTWOOD ACRES subdivision in Harris County, Texas.

OWNERS:

SITE, TRACT
& LOT NUMBER

DATE OF
EXECUTION

17L Development Corp.

by: Ralph M. [unclear], Pres.

9

Nov 29, 1983

Return to:
J.B. Collarain
P.O. Box 13302
Houston TX
77219

THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 27th day of November, 1983, by RALPH D. POTLEY, President of ITL Development Corp.

MEL OTERO
Notary Public in and for
The State of TEXAS
Printed Name of Notary
MEL OTERO
My Commission Expires August 10, 1985

THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the ___ day of _____, 1983, by _____.

Notary Public in and for
The State of TEXAS
Printed Name of Notary

My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the ___ day of _____, 1983, by _____.

Notary Public in and for
The State of TEXAS
Printed Name of Notary

My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the ___ day of _____, 1983, by _____.

Notary Public in and for
The State of TEXAS
Printed Name of Notary

My Commission Expires: _____

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STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
file number Sequence on the date and at the time stamped
hereon by me, and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas on

DEC 30 1983



Quita Rosales
COUNTY CLERK,
HARRIS COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
CRESTWOOD ACRES

M667071

178-75-1729

Map No. 00186074, Map 57073, 28.75

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT this Declaration is made on the date hereinafter set forth by the Owners (as defined below);

W I T N E S S E T H:

WHEREAS, Owners are the owners of certain lots in Crestwood Acres, a subdivision in Harris County, Texas, according to the map or plat thereof (hereinafter referred to as the "Subdivision Plat") recorded in Volume 16, Page 63, of the Map Records of Harris County, Texas; and

WHEREAS, by restrictions ("Original Restrictions") recorded in Volume 1158, Page 505 of the Deed Records of Harris County, Texas, the Subdivision was restricted for detached single-family residences, and by amended restrictions ("Amended Restrictions") filed in the Real Property Records of Harris County, Texas under Clerk's File No. J300906, buildings for multi-family residential use were permitted in the Subdivision and such amended restrictions were further amended by Amendment to Amended Restrictions filed in the Real Property Records of Harris County, Texas under Clerk's File No. M665501 (all such restrictions herein called the "Prior Restrictions"); and

WHEREAS, the Owners desire to ratify and confirm that the Amended Restrictions amended and modified not only the Original Restrictions, but also the restrictions, which are identical to the Original Restrictions, contained in deeds ("Deeds") out of the original owner and developer of Crestwood Acres, K.E. Womack, and his heirs, legal representatives and assigns (which restrictions, together with the Original Restrictions, as amended by the Amended Restrictions, are herein called the "Prior Restrictions"); and

WHEREAS, it is deemed to be in the best interests of the Owners and other persons who may purchase property in Crestwood Acres that the property be restricted to use as detached single-family residences (and with respect to Lot 9 [as described below] and to the extent permitted herein, multiple family residential buildings) of the highest quality;

NOW, THEREFORE, Owners hereby declare that the Prior Restrictions are hereby amended in their entirety as follows and that the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Crestwood Acres, and ratify and confirm that the Amended Restrictions also amended and modified (and this Declaration supercedes and replaces) the restrictions contained in the Deeds. These easements, covenants, restrictions, and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

Section 1. "Association" shall mean and refer to Crestwood Acres Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "City" shall mean and refer to the City of Houston, Texas.

Section 3. "Front Street Line" shall mean and refer to the common boundary of a Lot and the right-of-way of Crestwood Drive except for

Lot 17. The Front Street Line of Lot 17 is the southernmost boundary of Lot 17.

Section 4. "High Output Lighting Device" shall mean and refer to any lighting fixture or other device emitting, or designed to emit, one thousand eight hundred (1,800) lumens or more of light, whether diffused or not.

Section 5. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one (1) person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is detached from the other improvements on the Lot.

Section 6. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat or any complete or partial replat or subdivision thereof in compliance with Section 5 of Article III of this Declaration; PROVIDED, HOWEVER, the term "Lot" or "Lots" shall not mean or refer to Lots 1, 2, or 3 except in Sections 1 and 2 of Article III. Although no provisions of this Declaration (including, without limitation, Section 3 of Article II) shall apply to or be enforceable against Lots 1, 2 or 3, except for Sections 1 and 2 of Article III as provided above, the Owners of all or any portion of Lots 1, 2 and 3 may enforce the provisions of this Declaration as to all other Lots, including, without limitation, the provisions of Section 3 of Article IV. Reference to a specific numbered Lot (for example, Lot 4) shall mean and refer to the corresponding numbered lot on the Subdivision Plat recorded in Volume 16, Page 63 of the Map Records of Harris County, Texas.

Section 7. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lienholder who has acquired fee simple title to any Lot through judicial or non-judicial foreclosure.

Section 9. "Person" shall mean and refer to a natural person, partnership, corporation, sole proprietorship, representative, governmental entity, unincorporated business association, or any other entity.

Section 10. "Rear Property Line" shall mean and refer to the boundary of a Lot more nearly opposite the Front Street Line of the Lot.

Section 11. "Side Property Line" Shall mean and refer to the boundary of a Lot, except the Front Street Line, the Rear Property Line and any Side Street Lines.

Section 12. "Subdivision" shall mean and refer to that certain real property within the perimeters of the legal description of Crestwood Acres, a subdivision in Harris County, Texas, as set forth on the Plat thereof recorded in Volume 16, Page 63 of the Map Records of Harris County, Texas.

ARTICLE II
CRESTWOOD ACRES HOMEOWNERS ASSOCIATION

Section 1. Organization. The principal purposes of the Association shall be the enforcement of the Declaration and providing for the maintenance, and preservation of the Subdivision, the general overall supervision of all of the affairs and well being of the Subdivision, and the promotion of the health, safety and welfare of the residents within the Subdivision.

Section 2. Membership. Every Person who is a record owner of a fee or undivided fee interest in a Lot which is a part of

the Subdivision shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors that will manage the affairs of the Association according to the Bylaws of the Association.

Section 4. Voting. All Owners shall be entitled to one (1) vote for each Lot owned on each matter coming before the Members at any meeting or otherwise. When a particular Lot is owned by more than one (1) individual or entity, all the individuals or entities in the aggregate, they shall be entitled to a total of no more than one (1) vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine.

Section 5. Assessments. The Association shall not be empowered to assess any Lot for any assessment, charge, or fee. All contributions to the Association shall be voluntary.

Section 6. Liability Limitations. No Owner or any director or officer of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association and no director or officer of the Association shall be liable to any party on account of their negligence in the performance of their duties on behalf of the Association.

ARTICLE III
USE AND OTHER RESTRICTIONS

Section 1. Residential Use. Each Lot is hereby restricted to residential dwellings for single-family residential use only. As used herein, the term "residential use" shall be held and construed to mean and refer to ordinary domestic purposes not involving any business, commercial, industrial, or institutional activity, whether carried on for a profit or not. Providing any good or service, or offering to provide it, to or from a Lot or to anyone who does not reside on a Lot in exchange for any money or thing of value, whether demanded or accepted, is a business activity; provided, however, a home profession or hobby is permitted so long as it does not attract automobile, vehicular, or pedestrian traffic, and does not involve lights, sounds, smells, visual effects, pollution, or any other effect that adversely affects the peace and tranquility of the Subdivision for single-family residential purposes.

Section 2. Type of Living Unit. Except for Lot 9 no building shall be erected, altered, placed, or permitted to remain on any of the Lots other than detached single-family dwellings and their usual and customary accessory structures. Detached single-family dwellings located on subdivided homesites in Lots 1 or 3 that abut Crestwood Drive or the northern boundary of Lot 4 shall not exceed two (2) stories in height; provided, however, that an exception is made for third level living space completely under a sloped roof with dormers or gables. Detached single-family dwelling on all other Lots shall not exceed three (3) stories in height. Every detached single-family dwelling shall have an attached or detached enclosed garage for at least two (2) full-sized automobiles. Multiple family residential buildings (with only one (1) family residing in each Living Unit) not exceeding three (3) stories in height are permitted on Lot 9. For purposes of this Section 2, the height of a building is measured from the natural ground level at the front building line of the respective Lot (the boundary line of the front setback

area [as described in Section 4 below] of the Lot and the remainder of the Lot). Additional stories are permitted so long as the height of the dwelling or building does not at any point exceed two (2) stories above the natural ground level at the front building line.

Section 3. Maximum Density. Except for Lot 9 no more than one (1) Living Unit is permitted on any Lot. On Lot 9 the number of Living Units may not exceed ten (10).

Section 4. Setback Areas. No building or other structure on any Lot (other than a driveway) is permitted in the front setback area of such Lot, being the area within a distance of 20 feet from the Front Street Line for Lots 4, 9, 12, 14, 15, and 16 and 35 feet from the Front Street Line for all other Lots; and no building or other structure other than a fence is permitted in the side setback area of such Lot, being the area within a distance of five (5) feet from the Side Street Line or five (5) feet from the Side Property Line. No garage or other building accessory to the principal residential building is permitted within 50 feet from the Front Street Line of Lots 4, 9, 12, 14, 15, and 16; and 75 feet from the Front Street Line of all other Lots.

Section 5. Subdivision. No Lot may be subdivided in any manner except when all applicable procedures under state law and the City's ordinances, rules and regulations are followed and either (1) all portions of the subdivided Lot are added to an adjoining Lot or Lots with the result that after such subdivision the adjoining Lot or Lots include all of the subdivided Lot or (ii) the subdivided Lot is a Lot originally platted under the Subdivision Plat and is subdivided into two (2) Lots substantially equal in area.

Section 6. Access. Each Lot must have adequate legal access to a street and to all necessary utilities. Each Lot may have only one (1) driveway (which may be a circular driveway) for vehicular access to Crestwood Drive.

Section 7. Drainage Facilities. Each Lot must have all drainage facilities required by the City's Code of Ordinances.

Section 8. Lighting. All High Output Lighting Devices must be designed, constructed and operated so as to prevent them from directly illuminating any part of another Lot or any part of a building located thereon.

Section 9. Face. Detached single-family buildings shall face (directly or at an angle of less than 90 degrees) the Front Street Line of the respective Lot on which they are located.

Section 10. Exterior Maintenance. ~~All~~ buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after ten (10) days' written notice to the Owner of said Lot setting forth the action intended to be taken by the Association, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements

located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right (but not the obligation), through its agents and employees, to enter any residence or improvement located upon such Lot. Neither the Association nor its agents or employees shall be liable and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Section. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall be payable to said Owner upon demand by the Association.

Section 11. Animals and Livestock. The raising, breeding or keeping of animals, livestock or poultry of any kind on any Lot is strictly prohibited; provided, however, consistent with the Living Unit's use as a residence, dogs, cats and other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes and further provided, no more than three (3) such pets shall be kept on a Lot. All pets must be properly tagged for identification and penned in an approved enclosure. No pet may be chained or leashed outside an enclosure unless being walked on a leash. Whenever a pet is removed from its enclosure it must be in the possession of its owner or the owner's agent and must be restrained by a proper leash of chain, rope, plastic, leather, or similar material.

Section 12. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any of the Lots, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any of the Lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Lots.

Section 13. Disposal of Trash. No portion of any Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage, or other waste shall be kept in sanitary containers and out of sight of any street or adjacent Lot, except on days for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any Lot.

Section 14. Storage of Vehicles. No portion of the streets shall, without the express written permission of the Association (which permission may be subject to such conditions and limitations as the Association may in its absolute discretion require), be used for the storage of boats, trailers, campers, unused or inoperable automobiles, or any items which the Association deems unsightly or inappropriate. Boats, trailers, campers, unused or inoperable automobiles, and other machinery consistent with the use of the premises as a residence may be kept on Lots, provided they are kept or stored within a garage or such other place as may be completely out of view from any street or adjacent Lot. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on any vehicle in any driveway or street other than for work of a temporary nature. For the purpose of the foregoing term, "temporary" shall mean that the vehicle shall not remain in a driveway or street in excess of forty-eight (48) hours.

Section 15. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or

stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any common areas.

Section 16. Signs. No advertising signs (except not more than one (1) "For Rent" or "For Sale" sign [not exceeding four (4) square feet in area] per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot. During construction of a building one additional sign (not exceeding eight (8) square feet in area) indicating the construction lender, architect and/or other professional may be located on a Lot. The Association shall have the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which is not in compliance with this Section. In no event shall the Association or its Board of Directors or its agents or contractors be liable to any person or persons for any damages of whatever nature for removing such signs.

Section 17. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 18. Prohibited Conduct. No portion of the Subdivision shall be used for illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the subdivision.

Section 19. Exterior Antennas. No exterior television antenna, television satellite reception disc or radio antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures located on any Lot other than one (1) conventional television antenna, which antenna must be erected in such a manner so that it is not visible from the street. No permitted antenna shall exceed fifteen feet in height.

ARTICLE IV GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by reason of the provisions contained in this Declaration. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any remedy or right expressly provided in this Declaration is in addition to, and does not by implication exclude, all other rights and remedies available to any Owner or the Association to enforce the provisions of this Declaration.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed in the Real Property Records of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said

renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3rd) of the Lots (excluding Lots 1, 2, and 3) then subject to this Declaration is filed in the Real Property Records of Harris County, Texas, altering, terminating, or modifying said covenants and restrictions in whole or in part as of said renewal date. The Owners of two-thirds (2/3rd) of the Lots (excluding Lots 1, 2 and 3) then subject to this Declaration shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3rd) of the Lots (excluding Lots 1, 2, and 3) then subject to this Declaration is filed for record in the Real Property Records of Harris County, Texas, so amending this Declaration. Notwithstanding the prior provisions of this Section, any amendment that would permit (i) any Lot to be used other than for single-family residential use or (ii) any building to be erected, altered, placed, or permitted to remain on any Lot (except Lot 9) other than detached single-family dwellings and their usual and customary accessory structures must be signed and acknowledged by the then Owners of not less than two-thirds (2/3rds) of the Lots (excluding Lots 1, 2, and 3) then subject to this Declaration and recorded in the Real Property Records of Harris County, Texas, within the one-year period immediately prior to the expiration of the initial ten-year period of this Declaration or any successive ten-year period thereafter.

Section 3. Joinder by the Owner of Lots 1, 2, and 3. The Owner of Lots 1, 2, and 3 has joined in this Declaration for the limited purpose of imposing the restrictions set forth in Sections 1 and 2 of Article III to Lots 1, 2 and 3. No other provision of this Declaration applies to Lots 1, 2, and 3. Further, notwithstanding any provision to the contrary, no amendment to this Declaration shall affect Lots 1, 2 or 3 unless the Owner of Lots 1, 2, and 3, respectively, executes such amendment.

Section 4. Canvassing. Where this Declaration requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 5. Severability. If any provision of this Declaration or the application thereof to any Person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law. In the event this Declaration or any part hereof is determined by a court of competent jurisdiction to be invalid or unenforceable as to any Owner not signing this Declaration, this Declaration shall nonetheless continue to be binding and enforceable against the Owners, their heirs, successors, and assigns, who do sign this Declaration.

Section 6. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 7. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 8. Existing Nonconformities. This Declaration (other than the provisions of Sections 10 through 19, both inclusive, of Article III) shall not prohibit or prevent the use of any Lot, building or structure conforming to valid restrictions in force at the time of commencement of such use. A building or structure must be completed and in operation for a nonconforming use to have commenced.

Section 9. Counterpart Copies. This Declaration may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, this Declaration is executed by the Owners of the respective Lots set forth below.

Owners:

Lot:

H. James Murch, Jr. 5

Reddie A. Rief 18

Sylvia C. Cassin 18

Mrs. E.A. Kelly 8

Clair H. Rydland, Pres. 9
Crestwood on the Park

Condominiums Council of Co-owners

Ernest Lee Webster 1A BK.

Clayton B. Claassen 4

Caroline Burton Claassen 4

Wm. J. Smith 10

Wm. J. Smith, Secretary
NCA Land Company 1

Wm. J. Smith, Secretary
NCA Land Company 2

Wm. J. Smith, Secretary
NCA Land Company 3

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th day of February 1990 by W. James Murbough, Jr.



Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th day of February 1990 by Andre S. Crispin

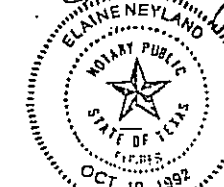


Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th day of February 1990 by Angela C. Crispin



Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th day of February 1990 by Mrs. L. A. Kelly



Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th
day of February 1990 by Emmy Lou Whitridge



Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 14th
day of January 1990 by Clare Neyland



W. James Murdaugh Jr.
Notary Public in and for the
State of T E X A S

My commission expires

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th
day of March 1990 by Clayton A. Classen



W. James Murdaugh Jr.
Notary Public in and for the
State of T E X A S

My commission expires

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th
day of March 1990 by Caroline Norton Classen



W. James Murdaugh Jr.
Notary Public in and for the
State of T E X A S

My commission expires

178-75-1740

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 18th
day of March 1990 by Miles Glaser

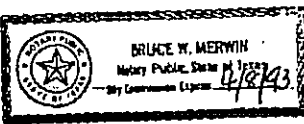


W. James Murdaugh, Jr.
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 4th
day of June 1990 by Kim Smith, Secretary of NCM
Land Company, on behalf of such corporation.

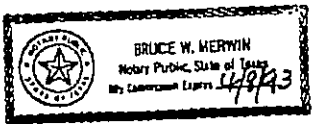


Bruce W. Merwin
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 4th
day of June 1990 by Kim Smith, Secretary of NCM
Land Company, on behalf of such corporation.

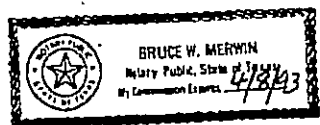


Bruce W. Merwin
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 4th
day of June 1990 by Kim Smith, Secretary of NCM
Land Company, on behalf of such corporation.



Bruce W. Merwin
Notary Public in and for the
State of T E X A S

My commission expires _____

PLEASE RETURN TO:
BRUCE W. MERWIN
DON COGBURN & FRIEDMAN, P.C.
NINE GREENWAY PLAZA
SUITE 2300
HOUSTON, TEXAS 77046

178-75-1741

HARRIS COUNTY TEXAS

JUN 5 11 54 AM '90

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number _____ Sequence of the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN 6 1990



Ante Holloman
COUNTY CLERK
HARRIS COUNTY, TEXAS

AMENDMENT TO AMENDED RESTRICTIONS

The undersigned ("Owners") the owners of a majority of the platted lots in Crestwood Acres, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 16, Page 63 of the Map Records of Harris County, Texas hereby amend the restrictions set forth in instrument entitled "Amended Restrictions" filed in the Real Property Records of Harris County, Texas under File No. J300906 as follows:

1. In addition to the uses set forth in the Amended Restrictions the lots may be used for townhomes, or a co-operative project (in which ownership of a living unit is held through share ownership in the co-operative corporation or master association that owns the real estate).

2. The owners of a majority of the lots may amend, terminate, or restate these restrictions or the Amended Restrictions at any time by execution and recording of a written instrument in the Real Property Records of Harris County, Texas. This Paragraph 2 is a material covenant and provision of this instrument and if this Paragraph 2 is for any reason invalid or unenforceable then all provisions of this instrument shall be invalid.

In witness whereof, this instrument is executed by the owners of the respective lots set forth below:

Owners:	Lot:	
<u>H. James Murdaugh, Jr.</u>	<u>5</u>	(a) / 101
<u>Acadie A. Rej</u>	<u>18</u>	101
<u>Lydia C. Cassin</u>	<u>18</u>	
<u>Mrs. E. A. Kelly</u>	<u>8</u>	
<u>Eldon H. Neffland, Pres.</u>	<u>9</u>	
<u>Crestwood on the Park</u> <u>Condominium Council of Co-Owners</u>		
<u>Cony Lee Whiteledge</u>	<u>101 (NW)</u>	
<u>Clayton B. Claassen</u>	<u>4</u>	
<u>Caroline Burton Clausen</u>	<u>4</u>	

17-5

W. J. Smith
 W. J. Smith, Secretary
 Newland Company

W. J. Smith
 W. J. Smith, Secretary
 Newland Company

W. J. Smith
 Newland Company

10

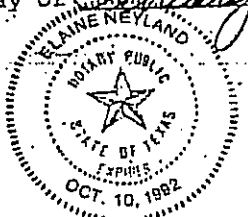
1

2

3

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th
day of February 1990 by W. James Murchugh, Jr.

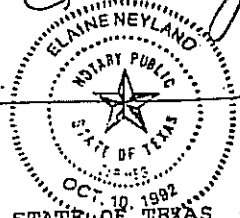


Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th
day of February 1990 by Andre A. Crupin

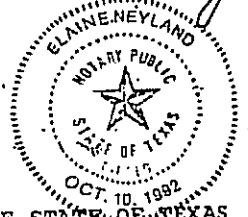


Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th
day of February 1990 by Angelia C. Crupin

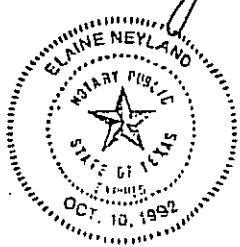


Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th
day of February 1990 by Wm. G. Kelly

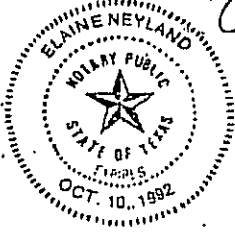


Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th
day of February 1990 by Tommyson Whiteside

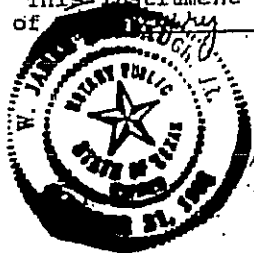


Elaine Neyland
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 14th
day of February 1990 by Elaine Neyland



W. James Murdaugh
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 12th
day of March 1990 by Clayton B. Chasen



W. James Murdaugh
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 12th
day of March 1990 by Christine Burton Chasen

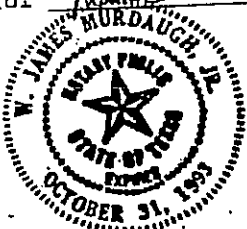


W. James Murdaugh
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 18th
day of March 1990 by Miles Glaser

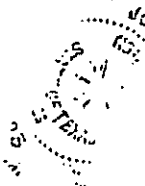


W. James Murdaugh, Jr.
Notary Public in and for the
State of T E X A S

My commission expires _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 1st
day of June 1990 by Rita J. Smith
Secretary of NCM Land Company, on behalf of such corporation.



W. James Murdaugh, Jr.
Notary Public in and for the
State of T E X A S

My commission expires 4-19-93

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 1st
day of June 1990 by Rita J. Smith
Secretary of NCM Land Company, on behalf of such corporation.



W. James Murdaugh, Jr.
Notary Public in and for the
State of T E X A S

My commission expires 4-19-93

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 1st
day of June 1990 by Rita J. Smith
Secretary of NCM Land Company, on behalf of such corporation.



W. James Murdaugh, Jr.
Notary Public in and for the
State of T E X A S

My commission expires 4-19-93

178-73-1460

HARRIS COUNTY, TEXAS

JUN 5 4 01 PM '90

FOR RECORDATION HEREIN WHICH ESTABLISHES THE SALE, OF REAL ESTATE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OF SKIN TO SAIDED RACE UNDER COLORABLE AND UNLAWFUL LAWS, THE STATE OF TEXAS } COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in the County Clerk's Office on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN 5 1990



Artie Salzman
COUNTY CLERK
HARRIS COUNTY, TEXAS

N245614

141-07-2412

RECORDED & INDEXED M245614 \$ 23.00

THE STATE OF TEXAS §
COUNTY OF HARRIS §

RELEASE

The undersigned, being the owners of certain platted lots in Crestwood Acres, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 16, Page 63 of the Map Records of Harris County, Texas, and being the owners and/or representatives of owners who signed the Amendment to Amended Restrictions (the "Amendment") filed of record on June 5, 1990, Harris County Clerk's File No. M665501 and Film Code No. 1178-73-1455-1460, and the Declaration of Covenants, Conditions and Restrictions of Crestwood Acres (the "Declaration") filed of record on June 6, 1990, Harris County Clerk's File No. M667071 and Film Code No. 1178-75-1729-1741, hereby RELEASE AND DECLARE VOID the Amendment and Declaration. This Release is intended to be specific and to affect the Amendment and Declaration only. All other deed restrictions, covenants, and amendments thereto, previously filed and recorded in Harris County, Texas, are not hereby released and shall not be affected hereby.

33
5

91 JUN 25 PM 4:23

FILED

RECORDED & INDEXED
M245614 \$ 23.00

IN WITNESS WHEREOF, this instrument is executed by
the owners of the respective lots set forth below:

16
W. James Murdaugh, Jr.
W. James Murdaugh, Jr.

(12)
2'
Emmy Lou Whitridge
Emmy Lou Whitridge

16
on the Park Condominiums
Crestwood Acres Homeowners
Association Council of Co-owners

Caroline Burton Claassen
Caroline Burton Claassen

16
By: W.O. Strong, III
Its: PRESIDENT
W.O. STRONG, III

16
Kim J. Smith
Kim J. Smith, on behalf
of NCM Land Company

16
Andre A. Crispin
Andre A. Crispin

16
Miles Glaser
Miles Glaser

16
Sylvia Crispin
Sylvia Crispin

16
Elaine H. Neyland
Mrs. Elaine H. Neyland
PAST PRESIDENT
Crestwood on the Park Condom.
Council of Co-owners

16
Mrs. E. A. Kelly
Mrs. E. A. Kelly

141-17-241A

Frederick Burton Claassen
Frederick Burton Claassen
Co-Independent Executor
of the Estate of Clayton
B. Claassen, deceased

Clayton B. Claassen, Jr.
Co-Independent Executor
of the Estate of Clayton
B. Claassen, deceased

SLN:AJ
1472/90-147
C:MUR\001.REL

141-17-2415

Frederick Burton Claassen
Co-Independent Executor
of the Estate of Clayton
B. Claassen, deceased

Clayton B. Claassen, Jr.

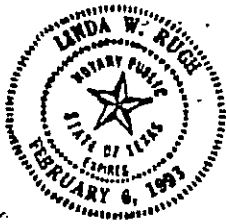
Clayton B. Claassen, Jr.
Co-Independent Executor
of the Estate of Clayton
B. Claassen, deceased

SLN:AJ
1472/90-147
C:MUR\001.REL

1141-117-2416

THE STATE OF TEXAS §
COUNTY OF HARRIS §

The attached RELEASE was acknowledged before me on
the 24th day of July, 1991 by W. James Murdaugh,
Jr.

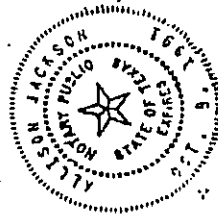


Linda W. Rugh
NOTARY PUBLIC IN AND FOR
THE STATE OF

THE STATE OF TEXAS §
COUNTY OF HARRIS §

The attached RELEASE was acknowledged before me on
the 23rd day of JULY 1991 by
W.O. STAGLE, PRESIDENT of Crestwood
Acres Homeowners Association, on behalf of said association.
on to: Park Condominiums Council
Council of Co-Owners

Allison Jackson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



141-07-2418

THE STATE OF TEXAS §
COUNTY OF HARRIS §

The attached RELEASE was acknowledged before me on
the 23rd day of JULY, 1991 by Andre A. Crispin.

Allison Jackson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



041-07-2419

THE STATE OF TEXAS §
COUNTY OF HOCKES §

The attached RELEASE was acknowledged before me on
the 2nd day of July, 1991 by Sylvia Crispin.

Alissa Jackson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

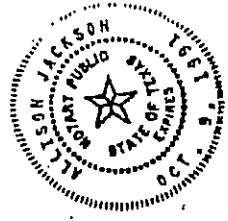


1141-07-2410

THE STATE OF TEXAS . . . 5
COUNTY OF HARRIS . . . 5

The attached RELEASE was acknowledged before me on
the 23rd day of JULY, 1991 by Mrs. F. A. Kelly.

William Jackson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



041-07-2411

THE STATE OF TEXAS §
COUNTY OF Harris §

The attached RELEASE was acknowledged before me on
the 23rd day of JULY, 1991 by Mrs. Elaine H.
Neyland.

Allison Jackson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



1141-117-2412

THE STATE OF TEXAS
COUNTY OF HARRIS

The attached RELEASE was acknowledged before me on
the 23rd day of JULY 1991 by Emmy Lou
Whitridge.

Allison Jackson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



1141-117-2413

THE STATE OF CALIFORNIA §
COUNTY OF LOS ANGELES §

The attached RELEASE was acknowledged before me on
the 23RD day of JULY 1991 by Frederick Burton
Claassen. ONLY



Yvette Maxey
NOTARY PUBLIC IN AND FOR
THE STATE OF CALIFORNIA

141-17-2414

THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

The attached RELEASE was acknowledged before me on
the 23RD day of JULY, 1991 by Clayton B.
Claassen, JR.



Dane A. Bensten
NOTARY PUBLIC IN AND FOR
THE STATE OF CALIFORNIA

1141-117-2415

THE STATE OF TEXAS §
COUNTY OF HARRIS §
§

The attached RELEASE was acknowledged before me on
the 23rd day of JULY, 1991 by Caroline Burton
Claassen.

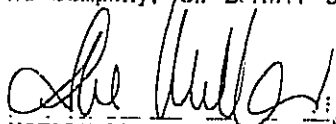
Allison Jackson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



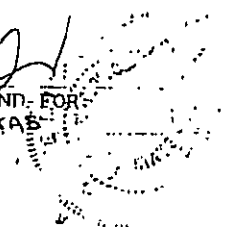
041-07-2416

THE STATE OF TEXAS §
COUNTY OF HARRIS §

The attached RELEASE was acknowledged before me on
the 24th day of JULY, 1991 by Kim T. Smith,
Secretary of NCM Land Company, on behalf of said
company.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



141-617-2417

THE STATE OF TX §
COUNTY OF Harris §
§

The attached RELEASE was acknowledged before me on
the 24th day of July, 1991 by Miles Glaser.



Susan Kmetz
NOTARY PUBLIC IN AND FOR
THE STATE OF TX

Fee



Ret

G. BYRON JAMISON, II
ATTORNEY AT LAW

CLANN, BELL & MURPHY
2000 FIRST INTERSTATE TOWER
1300 POST OAK BOULEVARD
HOUSTON, TEXAS 77056

17131 871-8750
TELEX 8888631
TELECOPIER 17131 871-8787

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED

1141-07-2418

ANY INSTRUMENT FILED IN WHICH AN INSTRUMENT NUMBER OR DATE OF THE (SEARCHED REAL
PROPERTY RECORDS OF COLOR OR RACE) IS INVALID AND UNRECORDED UNDER FEDERAL TITLE
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

JUL 26 1991



Quita Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS

177-48-2667

P028433

DECLARATION OF COVENANTS, CONDITIONS
AND AMENDED RESTRICTIONS OF
CRESTWOOD ACRES

THE STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTRY OF HARRIS *

THAT this Declaration is made on the date hereinafter set forth by the Owners (as defined below);

WITNESSETH:

WHEREAS, by and through that certain instrument entitled "Restrictions" recorded in Volume 1158, Page 505 of the Deed Records of Harris County, Texas (the "Original Restrictions"), Crestwood Acres was restricted for detached single-family residences; and

WHEREAS, by that certain instrument entitled "Amended Restrictions" filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. J300906 (the "Amended Restrictions") the Original Restrictions were amended to allow buildings for multi-family residential use in Crestwood Acres; and

WHEREAS, the undersigned desire to ratify and confirm that the Amended Restrictions amended and modified not only the Original Restrictions, but also the restrictions, which are identical to the Original Restrictions, contained in deeds ("Deeds") out of the original owner and developer of Crestwood Acres, K.E. Womack, and his legal representatives, heirs, successors and assigns (which restrictions, together with the Original Restrictions, as amended by the Amended Restrictions, are herein referred to as the "Prior Restrictions"); and

WHEREAS, in 1990 some of the Owners in Crestwood Acres attempted to amend the Prior Restrictions by and through those certain instruments respectively entitled "Amendment to Amended Restrictions" and "Declaration of Covenants, Conditions and Restrictions of Crestwood Acres" respectively filed of record under Clerk's File Nos. M665501 and M667071 in the Official Public Records of Real Property of Harris County, Texas, which said instruments were later released by that certain instrument entitled "Release" filed of record under Clerk's File No. N245614 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Lots 1, 2 and 3 of Crestwood Acres, according to the map or plat of Crestwood Acres, filed in Volume 16, Page 63 of the Map Records of Harris County, Texas, are further restricted by that certain instrument entitled "Declaration of Easements, Restrictions, and Covenants of Arlington Court" filed of record under Clerk's File No. M946311 in the Official Public Records of Real Property of Harris County, Texas, which said instrument shall remain intact and unaffected by the filing of this Declaration in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, the undersigned are the owners of at least a majority of the lots in Crestwood Acres, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 16, Page 63, of the Map Records of Harris County, Texas and wish to amend the Prior Restrictions as set forth below.

NOW, THEREFORE, the undersigned hereby ratify and confirm that: (i) the Amended Restrictions also amended and modified the restrictions contained in the Deeds; (ii) the Prior Restrictions are hereby amended in their entirety as follows; (iii) this Declaration supersedes and replaces the Prior Restrictions; and (iv) all Lots in Crestwood Acres shall be held, sold and conveyed subject to the following provisions, covenants, conditions, restrictions, reservations

and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Crestwood Acres. These covenants, conditions and restrictions shall run with all the property in Crestwood Acres and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their respective legal representatives, heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Amended Restrictions, shall have the following meanings:

Section 1.1. "Architectural Committee" shall mean and refer to the committee established in Article IV of this Declaration.

Section 1.2. "Association" shall mean and refer to Crestwood Acres Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 1.3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association elected or appointed pursuant to the terms of the Articles of Incorporation and Bylaws of the Association.

Section 1.4. "Building Line(s)" shall mean and refer to the Front Building Line, the Rear Building Line and the Side Building Line(s).

Section 1.5. "Building Setback Areas" shall mean and refer to Front Setback Areas, Side Setback Areas and Rear Setback Areas.

Section 1.6. "City" shall mean and refer to the City of Houston, Texas.

Section 1.7. "Crestwood Acres" shall mean and refer to that certain Harris County subdivision according to the map or plat thereof filed of record in Volume 16, Page 63 of the Map Records of Harris County, Texas.

Section 1.8. "Declaration" shall mean and refer to this "Declaration of Covenants, Conditions and Amended Restrictions of Crestwood Acres" once same has been filed of record in the Official Public Records of Real Property of Harris County, Texas.

Section 1.9. "Dwelling Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence. The term "Dwelling Unit" shall not include a garage or any other accessory structure constructed on the Lot which is detached from the other improvements on the Lot.

Section 1.10. "Effective Date" shall mean and refer to the date this Declaration is filed of record in the Official Public Records of Real Property of Harris County, Texas.

Section 1.11. "Front Building Line" shall mean and refer to the boundary line of the Front Setback Area farthest from the Front Street Line.

Section 1.12. "Front Setback Area" shall mean and refer to that area within a distance of twenty (20) feet from the Front Street Line for Lots 4, 9, 12, 14, 15 and 16 and thirty-five (35) feet from the Front Street Line for all other Lots.

Section 1.13. "Front Street Line" or "Front Property Line" shall mean and refer to the common boundary of a Lot and the right-of-way of Crestwood Drive. The Front Street Line or Front Property Line of Lot 17 shall be the south side of Lot 17, unless otherwise approved by the Architectural Committee.

Section 1.14. "High Output Lighting Device" shall mean and refer to any lighting

fixture or other device emitting, or designed to emit, one thousand eight hundred (1,800) lumens or more of light, whether diffused or not.

Section 1.15. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat. Except for voting rights pursuant to Section 2.4, the term "Lot" shall also mean and refer to: (a) a Replatted Lot; (b) a Lot subdivided pursuant to Section 3.4; or (c) any original Lot (according to the Subdivision Plat), a portion of which was conveyed to the Owner of an adjacent Lot prior to the Effective Date of this Declaration. As to subsection (c) of this Section 1.15, the term "Lot" shall mean and refer to the majority of the original Lot (according to the Subdivision Plat) remaining after such conveyance. By way of illustration, but not limitation, if a portion (but not a majority) of Lot 8 were conveyed to the Owners of Lot 7, prior to the Effective Date of this Declaration, the remainder of Lot 8 would still be defined as a Lot and Lot 7 (including the portion of Lot 8 conveyed to the Owner of Lot 7) would still be defined as a Lot. Provided, however, the term "Lot" or "Lots" shall not mean or refer to Lots 1, 2, or 3 except in Sections 3.1, 3.2 and 3.3. Although no provisions of this Declaration shall apply to or be enforceable against Lots 1, 2, and 3, except for Sections 3.1, 3.2 and 3.3, the Owners of all or any portion of Lots 1, 2 and 3 may enforce the provisions of this Declaration as to all other Lots, including, without limitation, the provisions of Section 5.3. Reference to a specific numbered Lot (for example, Lot 4) shall mean and refer to the corresponding numbered Lot on the Subdivision Plat.

Section 1.16. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.17. "Non-conforming Structure(s)" shall mean and refer to any building, improvement, or other structure lawfully commenced prior to the Effective Date of this Declaration in conformity with the Prior Restrictions in force at the time of commencement of construction. For the purposes of this Section 1.17, the term "lawfully commenced prior to the Effective Date of this Declaration in conformity with the Prior Restrictions in force at the time of commencement of construction" shall mean: (a) all building permits required by the City of Houston prior to commencement of construction of a structure shall have been issued before the Effective Date of this Declaration; and (b) actual construction of any building, improvement, or other structure approved in such building permits shall have commenced prior to the Effective Date of this Declaration.

Section 1.18. "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall also include any mortgagee or lienholder who has acquired and holds fee simple title to any Lot through judicial or non-judicial foreclosure.

Section 1.19. "Person" shall mean and refer to a natural person, partnership, corporation, sole proprietorship, representative, governmental entity, unincorporated business association, or any other entity.

Section 1.20. "Property Line(s)" shall mean and refer to the Front Street Line or the Front Property Line, the Rear Property Line and the Side Property Lines or the Side Street Line.

Section 1.21. "Rear Building Line" shall mean and refer to the boundary line of the Rear Setback Area farthest from the Rear Property Line.

Section 1.22. "Rear Property Line" shall mean and refer to the boundary of a Lot more nearly opposite the Front Street Line of the Lot.

Section 1.23. "Rear Setback Area" shall mean and refer to that area within a distance of fifteen percent (15%) of the total Lot depth for Lot 17 and Lot 18 and twenty-five percent (25%) of the total Lot depth for all other Lots as measured from the Rear Property Line.

Section 1.24. "Rear Yard" shall mean and refer to that area extending from the most

rear portion of the Dwelling Unit constructed on any Lot to the Rear Property Line.

Section 1.25. "Replatted Lot" shall mean and refer to an original lot (as reflected in the Subdivision Plat) in its entirety, or a lot as defined in Section 1.5(c), in its entirety, which lot has been lawfully replatted and construction thereon commenced in conformity with the Prior Restrictions prior to the Effective Date of this Declaration. For the purposes of this Section, "lawfully replatted and construction thereon commenced" shall mean that: (a) a replat application has received final approval from the City of Houston Planning and Zoning Commission; (b) pursuant to such approved replat application, all building permits required by the City of Houston prior to commencement of construction of a structure shall have been issued; (c) pursuant to such approved building permits, actual construction of such structure shall have been commenced and completed; and, (d) such completed construction shall include the completed construction of a foundation for a Dwelling Unit on the Replatted Lot.

Section 1.26. "Side Building Line" shall mean and refer to the boundary line of the Side Setback Area farthest from the Side Property Line or the Side Street Line.

Section 1.27. "Side Property Line" shall mean and refer to the boundary of a Lot, except the Front Street Line, the Rear Property Line and any Side Street Lines.

Section 1.28. "Side Setback Area", shall mean and refer to that area within a distance of ten (10) feet from the Side Property Line or fifteen (15) feet from the Side Street Line towards the interior of the Lot.

Section 1.29. "Side Street Line" shall mean and refer to the boundary of a Lot, except the Front Street Line, the Rear Property Line, and any Side Property Line which does not abut the right-of-way of Crestwood Drive.

Section 1.30. "Subdivision" shall mean and refer to Crestwood Acres, a Harris County subdivision, according to the map or plat thereof filed of record in Volume 16, Page 63 of the Map Records of Harris County, Texas.

Section 1.31. "Subdivision Plat" shall mean and refer to the map or plat of Crestwood Acres, a Harris County subdivision, recorded in Volume 16, Page 63 of the Map Records of Harris County, Texas.

ARTICLE II CRESTWOOD ACRES HOMEOWNERS ASSOCIATION

Section 2.1. Organization. The principal purposes of the Association shall be the enforcement of the Declaration and providing for the maintenance, and preservation of the Subdivision, the general overall supervision of all of the affairs and well being of the Subdivision, and the promotion of the health and welfare of the residents within the Subdivision.

Section 2.2. Membership. Every Person who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires and holds title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 2.3. Board of Directors. The Association shall act through a Board of Directors that will manage the affairs of the Association according to the Articles of Incorporation and Bylaws of the Association.

Section 2.4. Voting. All Owners (except Owners of Lots 1, 2, and 3, which shall be

only be entitled to a vote as provided in Section 5.3) shall be entitled to one (1) vote for each original Lot (as reflected on the Subdivision Plat), or for each Lot as defined in Section 1.15(c), owned on each matter coming before the Members at any meeting or otherwise, including any vote taken to terminate or amend this Declaration pursuant to the terms of Section 5.2. Provided, however, the Owners of a Replatted Lot, or Lot subdivided pursuant to Section 3.4, shall be entitled to cast a fractional vote on any matter coming before the Members at any meeting or otherwise, including any vote taken to terminate or amend this Declaration pursuant to the terms of Section 5.2. The Owners of the Replatted Lot or Lot, subdivided pursuant to Section 3.4, may cast the fractional vote by casting a vote equal to the square footage of the portion of the Lot owned to the total square footage of the original Lot that was subdivided. By way of illustration, should an Owner own a portion of an original Lot subdivided so that it contains 10,000 square feet and the original Lot (according to the Subdivision Plat) prior to the subdivision contained 40,000 square feet, the Owner of 10,000 square feet shall be entitled to cast a one-fourth (1/4) vote.

Section 2.5. Assessments. The Association shall not be empowered to assess any Owner for any assessment, charge, or fee, except for the annual premium for the Association's Directors and Officers Liability insurance, and administrative expenses. Assessments shall be due and payable thirty (30) days from the date an Owner has been invoiced.

Section 2.6. Liability Limitations. No Owner or any director or officer of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association and no director or officer of the Association shall be personally liable to any Person on account of their negligence in the performance of their duties on behalf of the Association.

ARTICLE III USE AND OTHER RESTRICTIONS

Section 3.1. Single Family Residential Use. Each Lot is hereby restricted to single-family residential dwellings for single-family residential use only. As used herein, the term "single family residential use" shall be held and construed to mean and refer to ordinary domestic purposes not involving any business, commercial, industrial, or institutional activity, whether carried on for a profit or not. Providing any good or service, or offering to provide it, to or from a Lot or to anyone who does not reside on a Lot in exchange for money or thing of value, whether demanded or accepted, is a business activity. Provided, however, a home profession, home occupation or hobby (hereinafter collectively referred to as home occupation) is permitted so long as: no person other than the resident of the Dwelling Unit shall be engaged or employed in the home occupation at the site; no sign for home occupation shall be displayed on the Dwelling Unit or Lot; there is no visible storage or display of materials or products for home occupation; there is no exterior evidence of the conduct of a home occupation; the home occupation is conducted only within the Dwelling Unit or an accessory structure; the home occupation does not attract automobile, vehicular, or pedestrian traffic and does not reduce or render unusable areas provided for off-street parking for the residents nor prevent the number of cars intended to be parked in the garage from being parked; and, the home occupation does not involve lights, sounds, smells, visual effects, pollution, or any other effect that adversely affects the peace and tranquillity of the Subdivision for single-family residential purposes. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; or (b) no more than four (4) unrelated persons living together as a single housekeeping unit and their domestic servants.

Section 3.2. Type of Dwelling Unit. No building shall be erected, altered or placed on any Lot other than detached single-family dwellings and their usual and customary accessory structures; and, no more than one (1) Dwelling Unit is permitted on any Lot. Provided, however: (a) two (2) Dwelling Units are permitted on a Replatted Lot (as defined in Section 1.25) if each Dwelling Unit is located on a portion of the Replatted Lot which equals no less than one-half (1/2) the size of the original Lot (according to the Subdivision Plat); or (b) more

than two (2) Dwelling Units may be permitted on a Replatted Lot (as defined in Section 1.25) if a variance is granted pursuant to Section 4.5. For the purpose of this Section 3.2 only, as to Lots 1, 2, and 3, the term "Lot" shall mean and refer to each replatted lot as reflected on the map or plat of Arlington Terrace, Section One, a Harris County subdivision, according to the map or plat thereof filed of record in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. M911989 and recorded under Film Code No. 347065 of the Map Records of Harris County, Texas.

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Section 3.3. Height of Dwelling Units and Accessory Buildings. Dwelling Units shall not exceed the lesser of: (a) two (2) stories in height (provided, however, that an exception is made for third floor living spaces completely under a sloped roof with dormers or gables, and any number of floors below the natural ground level at the Front Building Line), or (b) forty (40) feet in height. Usual and customary accessory structures, including existing detached garages, shall not exceed more than one (1) level in height. Notwithstanding anything in this Section 3.3 to the contrary, Dwelling Units on Lots 1, 2, and 3 may be constructed up to forty-five (45) feet in height. For purposes of this Section 3.3, the height of a building is measured from the natural ground level at the Front Building Line of the respective Lot, except that for Lots 1, 2 and 3 the height of a building shall be measured from the Front Street Line of the respective Lot on which it is located.

Section 3.4. Subdivision. No Lot may be further subdivided in any manner. Provided, however, this shall not prohibit the subdivision of any Lot when all applicable procedures under state law and the City's ordinances, rules and regulations are followed and either: (a) all portions of the subdivided Lot are added to an adjoining Lot or Lots with the result that after such subdivision the adjoining Lot or Lots include all of the area of the subdivided Lot; or, (b) any portion or portions of a Replatted Lot is/are (i) added to another portion of such Replatted Lot; and/or (ii) added to an adjacent Lot. Provided further, however, no Replatted Lot may be further subdivided pursuant to subsection (b) of this Section 3.4 unless the portion of the Replatted Lot remaining is not less than one-half (1/2) the size of the original Lot (according to the Subdivision Plat).

Section 3.5. Setback Areas. To respond to the prevailing forest environment and streetscape of the Subdivision, no building or other structure on any Lot (other than a driveway or fence) is permitted in the Front Setback Area of such a Lot. So as not to infringe on ravine views from adjacent Lots, no building or other structure (other than a fence) is permitted within the Side Setback Area of any Lot, and no building or other structure (other than a fence) is permitted within the Rear Setback Area of any Lot. No building accessory to the Dwelling Unit is permitted within fifty (50) feet from the Front Street Line of Lots 4, 9, 12, 14, 15 and 16, and seventy-five (75) feet from all other Lots. Accessory buildings must be located inside the Building Lines of any Lot. On a corner Lot, a garage door facing a Side Street Line shall be setback twenty (20) feet.

Section 3.6. Gates, Walls and Fences. The design for any gate, wall or fence shall be compatible and harmonious with the design of the Dwelling Unit it serves and other fences surrounding facilities which fall into the same view, as determined by the Architectural Committee in conformance with Article IV. Within the Front Setback Area, only wrought iron fencing (or other decorative open metal fencing material) shall be permitted. To maximize ravine views, only open metal fencing is permitted in the Rear Yard. Decorative open metal or solid fencing is permitted within the Side Setback Area adjacent to the Side Building Lines. Provided, however, notwithstanding anything contained within this Section 3.6 to the contrary, on corner Lots only decorative open metal fencing is permitted abutting and perpendicular to the Side Street Line to preserve the streetscape and ensure traffic visibility. No fencing shall exceed eight (8) feet in height.

Section 3.7. Minimum Allowable Floor Area. The Dwelling Units within the Subdivision are required to have at least 2,500 square feet of air-conditioned, non-garage space, excluding of porches and patios.

Section 3.8. Maximum Allowable Lot Coverage. Total Lot coverage by the Dwelling

Unit, structures, buildings, walks and driveways, and other improvements, excluding pool and pool decks, may not exceed sixty percent (60%) of the area within the Property Lines of the Lot.

Section 3.9. Access. Each Lot must have adequate legal access to a public street and to all necessary utilities. To preserve green space, each Lot must have only one (1) driveway (which may be a circular driveway) for vehicular access to Crestwood Drive. Any driveways located in the Front Setback Area shall not exceed twelve (12) feet in width, except as required for garage and porte cochere access.

Section 3.10. Garages, Carports, Porte Cochere and Accessory Buildings. So as not to infringe on bayou and ravine views from adjacent Lots, no detached garages will be permitted on a Lot. Detached garages or detached and attached carports constructed prior to the Effective Date of this Declaration are allowed as set forth in Section 5.9. No new detached or attached carports will be permitted, however, a porte cochere (defined as a roofed vehicular porch attached to the Dwelling Unit with or without habitable space above it, which is not directly connected to a garage) shall be permitted so long as it is not located closer than twenty (20) feet to a garage or attached carport on any Lot. Every Dwelling Unit shall have an attached enclosed operable garage capable of housing at least two (2) full-sized automobiles, and there may be no more than one (1) living space above an attached garage. No attached garages shall be permitted to face the Front Street Line, and design measures for attached garages must be taken to de-emphasize the garage door. Garage doors visible from the street shall be kept in the closed position when the garage is not being used by the Owner or occupant. Any accessory structures permitted by this Declaration (including screening required in Section 5.14 below) shall be designed to be compatible with the design of the Dwelling Unit it serves as determined by the Architectural Committee, and shall not occupy a Building Setback Area or project beyond the actual Front or Side Building Lines of the principal structure on a site.

Section 3.11. Drainage Facilities. Each Lot must have all drainage facilities required by the City's Code of Ordinances.

Section 3.12. Lighting. All High Output Lighting Devices must be designed, constructed and operated so as to prevent them from directly illuminating any part of another Lot or any part of a building located thereon.

Section 3.13. Face. Dwelling Units shall face (directly or at an angle of less than ninety (90) degrees) the Front Street Line of the respective Lot on which they are located.

Section 3.14. Exterior Maintenance. The exterior of all buildings, improvements, and other structures, including fences and walls, located within the Subdivision must be kept in good repair and must be painted to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in good appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil. Any exterior mechanical equipment (including, but not limited to, heating, air conditioning, refrigeration equipment, pool equipment, plumbing lines, duct work and pad mounted transformers) at grade shall be screened from public view by a solid wall or fence enclosure. In addition, Owners of Dwelling Units shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles.

Section 3.15. Animals and Livestock. The raising, breeding or keeping of animals, livestock or poultry of any kind on any Lot is strictly prohibited; provided, however, consistent with the Dwelling Unit's use as a residence, dogs, cats and other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes and further provided, no more than three (3) such pets shall be kept on a Lot, except for fish of a type customarily kept within normal home aquariums with respect to which there shall be no limitation on amounts. All pets must be properly tagged for identification and penned in an

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enclosure. No pet may be chained or leashed outside an enclosure unless being walked on a leash. Whenever a pet is removed from its enclosure it must be in the possession of its owner or the owner's agent and must be restrained by a proper leash of chain, rope, plastic, leather, or similar material.

Section 3.16. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any of the Lots, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any of the Lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Lots.

Section 3.17. Disposal of Trash. No portion of any Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage, or other waste shall be kept in sanitary containers and out of sight of any street or other Lot, except on days for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any Lot.

Section 3.18. Storage of Vehicles. No portion of the streets shall, without the express written permission of the Board of Directors (which revocable permission may be subject to such conditions and limitations as the Board of Directors may in its absolute discretion require), be used for the storage of boats, trailers, recreational vehicles, unused or inoperable automobiles, or any items which the Association deems unsightly or inappropriate. Boats, trailers, recreational vehicles, unused or inoperable automobiles, and other machinery consistent with the use of the premises as a residence may be kept on Lots, provided they are kept or stored within a garage or such other place as shall be completely out of view from any street or other Lot. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on any vehicle in any driveway or street other than for work of a temporary nature. For the purpose of the foregoing term, "temporary" shall mean that the vehicle shall not remain in a driveway or street in excess of forty-eight (48) hours in any one (1) calendar month.

Section 3.19. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, and may remain on the site only during the duration of construction. During such time, such materials shall be placed within the Property Lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street.

Section 3.20. Signs. No sign of any kind shall be displayed to public view on any Lot, except a sign(s) (limited to one (1) from each category) of not more than five (5) square feet area, which are used to: (a) advertise the property for sale or lease; (b) identify the builder, contractor, or architect while construction is in progress on such Lot; or (c) promote a political candidate, party or issue for a one (1) month period starting no earlier than one (1) month prior to the date of the election or referendum.

Section 3.21. Nuisances. No noxious or offensive trade or activity shall be carried on or upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 3.22. Prohibited Conduct. No portion of the Subdivision shall be used for illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 3.23. Exterior Antennas. No exterior television antenna, television satellite reception disc or radio antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures located on any Lot other than one (1) conventional

117-48-2674

television antenna, which antenna must be erected in such a manner so that it is not visible from the street. No permitted antenna shall exceed fifteen (15) feet in height.

Section 3.24. Right of Entry. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon as required in this Declaration, to the extent necessary to prevent rat infestation, diminish fire hazards, and accomplish any of the above needed repair, maintenance and restoration, or to remove any item which violates this Article III, the Association, after ten (10) days' written notice to the Owner of said Lot setting forth the action intended to be taken by the Association, shall have the right (but not the obligation) through its agents and contractors to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements located thereon, or to enter in and upon said Lot for the purpose of removing any item being maintained thereon which is not in compliance with this Article. Neither the Association nor its Board of Directors, agents or contractors shall be liable and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Section and, in no event, shall the Association or its Board of Directors or its agent or contractors be liable to any person or persons for any damages of whatsoever nature for removing any item which is not in compliance with this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it is performed and shall be payable by said Owner to the Association upon demand by the Association.

117-48-2375

ARTICLE IV ARCHITECTURAL COMMITTEE

Section 4.1. Membership. The members of the Architectural Committee shall be: (a) all members of the Board of Directors; or (b) an Executive Committee of the Board of Directors formed and designated as the Architectural Committee by resolution adopted by a majority of the Board of Directors. If an Executive Committee is appointed by the Board of Directors, such Executive Committee shall be composed of at least three (3) members, two (2) of which must at all times be members of the Board of Directors and (1) which must be either a member of the Association or a member of the Crestwood/Glencove Civic Club Architectural Committee or its successors. All members of the Executive Committee shall serve at the discretion of the Board, and all decisions of the Architectural Committee shall be subject to review and modification by the Board as provided in Section 4.2. In the event of death or resignation of any person serving on the Executive Committee, the Board of Directors shall designate a successor or successors who shall have all of the authority and power of his or their predecessors. Until such successor member or members of the Executive Committee shall have been appointed, the remaining member or members shall have full authority to exercise all powers of the Architectural Committee.

The Architectural Committee may employ one (1) or more architects, engineers, attorneys or other consultants, as approved by the Board of Directors, to advise and assist the Architectural Committee in carrying out its duties hereunder, and the Association shall pay such consultant(s) for their services rendered to the Architectural Committee.

Section 4.2. Approval of Building Plans. No building, structure, or other improvement, whether permanent or temporary, shall be commenced, constructed, erected, placed, modified, altered or improved on any Lot until the construction plans and specifications including a plot plan showing the location of the proposed building, structure, modification, alteration, or other improvement has been approved in writing by the Architectural Committee as to: the harmony of the exterior design and color with existing structures; the location with respect to the topography and finished ground elevation; and as to compliance with any minimum architectural guidelines adopted by the Architectural Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Committee or its designated consultant(s) prior to commencement of construction.

Approval by the Architectural Committee shall be final and shall not be revoked or

rescinded thereafter. In the event of disapproval by the Architectural Committee, the construction plans and specifications may be resubmitted to the Board of Directors (if the membership of the Board of Directors is different than that of the Architectural Committee) for review. An affirmative vote by a majority of the Board of Directors shall then be required for approval. Any decision of the Board of Directors shall be final and conclusive except as to any approval of a request for variance pursuant to Section 4.5.

The decision of the Architectural Committee shall be made within thirty (30) days after the receipt by the Architectural Committee of all materials required or requested by the Architectural Committee. Any request for Architectural Committee approval shall be deemed approved by the Architectural Committee unless written disapproval, or a written request for additional information or materials, is transmitted to the Person seeking approval from the Architectural Committee within thirty (30) days after receipt by the Architectural Committee; provided, however, no such deemed approval shall apply to any requests for variances pursuant to Section 4.5 or operate to permit any Owner to construct or maintain any improvements that violate the terms of this Declaration.

Section 4.3. Minimum Construction Guidelines. The Architectural Committee may, from time to time, promulgate, modify or delete such reasonable architectural guidelines as it shall deem appropriate to govern its areas of responsibility. Such authority shall include, but shall not be limited to, the right to specify: (a) specific procedural guidelines for submission of requests for, and plans, specifications and other information necessary to obtain Architectural Committee approval; and (b) in general, all minimum requirements reasonably deemed necessary to maximize compliance with provisions of this Declaration and Architectural Committee review criteria.

Section 4.4. No Waiver of Future Approvals. Approval of the Architectural Committee, the Board of Directors or the Members of the Association of any proposals, plans, specifications, drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, the Board of Directors or the Members of the Association, including variances pursuant to Section 4.5 shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent, including any claims that such subsequent denials constitute arbitrary, capricious or discriminatory conduct on the part of the Architectural Committee, the Board of Directors or the Members of the Association.

Section 4.5. Variances. The Architectural Committee or the Board of Directors, with the approval of a majority of the Members of the Association as provided below, may authorize variances from compliance with any of its guidelines and procedures or from the restrictions in this Declaration relating to buildings, structures and improvements when unique circumstances such as topography, natural obstructions, hardship (excluding economic hardship), or aesthetic or environmental considerations require. In the event of disapproval by the Architectural Committee of any request for a variance, the request for a variance may be resubmitted to the Board of Directors (if the membership of the Board of Directors is different from the Architectural Committee) for review and approval. Notwithstanding any provisions of this Section 4.5 to the contrary, variances from the provisions of Section 3.2 are specifically prohibited except as to a Replatted lot. As to rebuilding of Non-conforming Structures which differ from their original construction, the Architectural Committee or the Board of Directors, with the approval of a majority of the Members of the Association as provided below, may also grant variances: (a) to allow Owners to replace Non-conforming Structures destroyed by fire or other casualty; or (b) to allow Owners to replace Non-conforming Structures (excluding Dwelling Units) voluntarily removed; and (c) as provided in Section 3.2 for a Replatted lot. Any approvals or grants of variances related to Non-conforming Structures or construction on a Replatted Lot, shall require that such construction is: (i) subject to the same Architectural Committee review as set forth in Section 4.2 above; (ii) designed to conform and comply, to the maximum extent reasonably possible, with all restrictions of this Declaration relating to buildings, improvements or structures consistent with the general purposes and intent of this Declaration; (iii) diligently commenced and completed within a stated time frame; and, (iv) shall

117-48-2076

not cause any unreasonable inconvenience to such Owner's neighbors. No variance shall be effective unless it is in writing and has received the approval of the Architectural Committee or the Board of Directors and a majority of the Members of the Association. Provided, however, any request for a variance pursuant to Section 3.2 relating to a Replatted Lot denied by the Architectural Committee and/or the Board of Directors shall require the Board of Directors to submit such request for a variance to the Members of the Association. If a request for a variance pursuant to Section 3.2 relating to a Replatted Lot is approved by a majority of the Members of the Association, the approval of the Architectural Committee or the Board of Directors required by this Section 4.5 shall not be required to grant said variance. For the purposes of obtaining the majority approval of the Members of the Association required by this Section 4.5, each Member shall be sent notice (by certified mail, return receipt requested) of the requested variance. Unless the Board of Directors receives written opposition to the requested variance from at least fifty percent (50%) from the Members of the Association (calculated pursuant to Section 2.4), within thirty (30) days of the date the notice was postmarked by the United States Postal Service, the request for a variance shall be deemed approved by a majority of the Members of the Association. Thereafter, the Architectural Committee or the Board of Directors shall notify the Person requesting the variance of the decision of the Architectural Committee or the Board of Directors and/or Members of the Association.

Section 4.6. No Liability. The Architectural Committee shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, or member of the Architectural Committee shall be held liable (a) for any injury, damages, or loss arising out of the manner or quality of approved construction or (b) for any action or failure to act in connection with any approval or disapproval of any request for approval or request for variance, including, without limitation, mistakes in judgment, negligence, malfeasance or nonfeasance.

ARTICLE V GENERAL PROVISIONS

Section 5.1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, and charges now or hereafter imposed by reason of the provisions contained in this Declaration. If the Association or an Owner shall prevail in any such proceeding brought to enforce any of the terms of this Declaration, expenses incurred by the Board of Directors on behalf of the Association or by an Owner in the enforcement of the provisions of this Declaration, including interest, costs and attorney's fees, shall be chargeable to and be a personal obligation of the Owner found to be not in compliance with this Declaration. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any remedy or right expressly provided in this Declaration is in addition to, and does not by implication exclude, all other rights and remedies available to any Owner or the Association to enforce the provisions of this Declaration.

Section 5.2. Duration and Amendment. Unless amended or repealed as herein provided, all of the provisions, covenants, conditions, restrictions, reservations and charges contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns until December 31, 2003 and thereafter shall be automatically extended for successive periods of ten (10) years each, unless terminated by written instrument, in recordable form, signed by the then Owners of not less than two-thirds (2/3) of the Lots (excluding Lots 1, 2 and 3) subject to this Declaration.

Any provision, covenant, condition, restriction, reservation, or charge contained in this Declaration may be amended or repealed at any time and from time to time by written instrument, in recordable form, signed by the then Owners of not less than two-thirds (2/3) of the Lots (excluding Lots 1, 2 and 3) subject to this Declaration.

For the purpose of this Section 5.2, the vote of the Owners of the Lots for termination or amendment of this Declaration shall be calculated pursuant to Section 2.4.

Any amendment or repeal of this Declaration shall be effective upon the recordation in the Official Public Records of Real Property in Harris County, Texas of such written instrument setting forth the amendment or repeal in full.

Section 5.3. Joinder by the Owner of Lots 1, 2, and 3. The Owner of Lots 1, 2, and 3 has joined in this Declaration for the limited purpose of imposing the restrictions set forth in Sections 3.1, 3.2, and 3.3 to Lots 1, 2 and 3. No other provision of this Declaration applies to Lots 1, 2, and 3. Further, notwithstanding any provision to the contrary, no amendment to this Declaration shall affect Lots 1, 2 or 3 unless the Owner of Lots 1, 2, and 3, respectively, executes such amendment.

Section 5.4. Canvassing. Where this Declaration requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is first notified in writing by certified mail, return receipt requested (unless the action is initiated by resolution of the Board of Directors), of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 5.5. Severability. If any provision of this Declaration or the application thereof to any Person or circumstance shall, for any reason or to any extent be invalid or unenforceable, neither the remainder of this Declaration nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law. In the event this Declaration or any part hereof is determined by a court of competent jurisdiction to be invalid or unenforceable as to any Owner not signing this Declaration, this Declaration shall nonetheless continue to be binding and enforceable against the Owners, their legal representatives, heirs, successors, and assigns, who do sign this Declaration.

Section 5.6. Conflict Among Provisions. If a conflict occurs between the provisions of this Declaration, the most restrictive provision shall control.

Section 5.7. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 5.8. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 5.9. Non-conforming Structures. Non-conforming Structures shall be deemed to be in compliance with the terms of this Declaration. Should any Non-conforming Structures be either totally or partially destroyed by fire or other casualty, the same may be rebuilt or repaired and still be considered to be in compliance with the terms of this Declaration.

Section 5.10. Counterpart Copies. This Declaration may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, this Declaration is executed by the Owners of the respective Lots set forth below.

OWNER(S):

LOT(S) IN CRESTWOOD ACRES:

James Murrlogh, Jr.
W. JAMES MURRLOGH, JR.

#5 (32 Crestwood)

117-40-2778

OWNER(S):

LOT(S) IN CRESTWOOD ACRES:

117340279

Christine [unclear]

Theresa [unclear]

[unclear]

[unclear]

[unclear]

John [unclear]

Andrei [unclear]

Andrei [unclear]

Sylvia [unclear]

Norma [unclear]

Joe [unclear]

Anna [unclear]

Melanie McKittrick, President

(#) 15 Crestwood

#14

(#14) 15 Crestwood Drive

(#16) 11 Crestwood Drive

PART [unclear]

Lot 19 Crestwood

Lot 10 16 Crestwood

Lot 18 2 Crestwood

Lot 12 - 2 Crestwood

Lot 13 8 Crestwood

Lot 11 4 Crestwood

Lot 9, CRESTWOOD ON THE PARK (MINIUMS COUNCIL OF CO-OWNERS) 19 Crestwood Drive

SPECIAL LIMITED POWER OF ATTORNEY

THE STATE OF TEXAS :
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS:

117-48-2600

THAT I/we, the undersigned, being the owner(s) of property within the bounds of Crestwood Acres, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 16, Page 63, of the Map Records of Harris County, Texas, have made, constituted and appointed, and by these presents do make, constitute and appoint ANDRE A. CRISPIN, as my/our true and lawful attorney ("my/our attorney") for me/us and in my/our name, place and stead for the special limited purpose to sign and deliver, and in any and all proper ways, to execute that certain instrument entitled "Declaration of Covenants, Conditions and Amended Restrictions of Crestwood Acres" (the "Declaration"). This special limited power of attorney may be voluntarily revoked only by my/our written revocation and only prior to the date the Declaration is filed of record in the Official Public Records of Real Property of Harris County, Texas. I/we hereby ratify and confirm all that my/our attorney-in-fact shall lawfully do or cause to be done by virtue of this special limited power of attorney and the rights and powers granted herein. I/we hereby request all persons to give full effect to the terms hereof and to construe this instrument liberally in favor of granting and giving my/our attorney full power to act for me/us in this matter which I/we might act if personally present.

Executed this the 24th day of December, 1992.

12/24-92
Date

MILES GLASER
Name (Please Print)

16 CRESTWOOD
Property Address

[Signature]
Signature

Crestwood Acres, Lot(s)
Legal Description

Name (Please Print)

Signature

STATE OF TEXAS :
COUNTY OF HARRIS :

Before me, a notary public, on this day personally appeared Miles Glaser, known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she/they executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 24th day of December, 1992.



[Signature]
NOTARY PUBLIC - STATE OF TEXAS

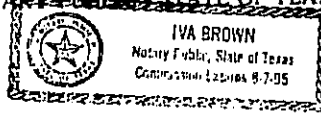
#10659

117-48-25911

STATE OF TEXAS *
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 15th day of Jan, 1993 by William ...

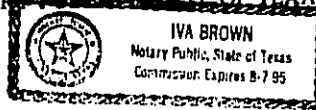
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 15th day of Jan, 1993 by ...

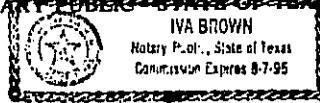
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 15th day of Jan, 1993 by Elizabeth Krabiec ...

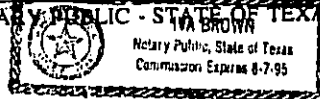
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 15th day of Jan, 1993 by Edward Andrew ...

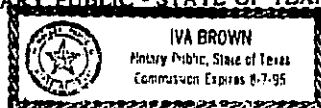
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
COUNTY OF HARRIS *

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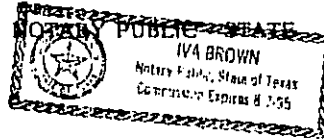
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Karl & Cheryl Robinson.

OF TEXAS
STATE OF TEXAS *
COUNTY OF HARRIS *



This instrument was acknowledged before me on this the 1st day of Jan,
1993 by John Karl Redill.

STATE OF TEXAS *
COUNTY OF HARRIS *



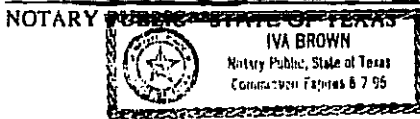
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STATE OF TEXAS *
COUNTY OF HARRIS *

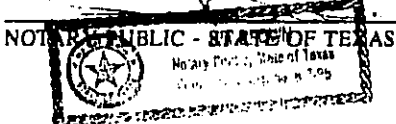


This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Sylvia Cleverger Crispin.

STATE OF TEXAS *
COUNTY OF HARRIS *



This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Hermna Hancock Kelly.



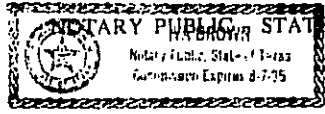
117-48-2682

STATE OF TEXAS *
*
COUNTY OF HARRIS *

TT7-48-2683

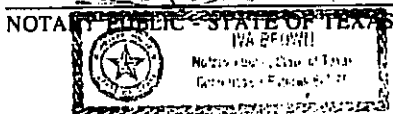
This instrument was acknowledged before me on this the 1st day of Jan.,
1993 by John ...

OF TEXAS



STATE OF TEXAS *
*
COUNTY OF HARRIS *

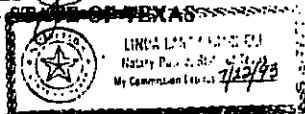
This instrument was acknowledged before me on this the 1st day of Jan.,
1993 by Anna Kuchentrich ...



STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 4th day of January,
1993 by Melanie McKittrick

Linda Lant ...
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the _____ day of _____,
19____, by _____

NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the _____ day of _____,
19____, _____

NOTARY PUBLIC - STATE OF TEXAS

077=48=2884

93 JAN -4 PM 4:25

THE PROVISIONS HEREIN SHALL BE SUBJECT TO THE SALE, IN WHOLE OR IN PART, OF THE UNRECORDED REAL
PROPERTY (HEREIN REFERRED TO AS "PROPERTY") OWNED BY THE SELLER AS SHOWN ON THE UNRECORDED LAMINA TITLING PLAN
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stated herein by me; and was
 duly RECORDED in the Official Public Records of Real Property of
Harris County, Texas on

JAN 4 1993



Quinn Robinson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

P028433

117-48-2667

DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF CRESTWOOD ACRES

01/03/94 00387403 P632001 40.25

196-59-0087

THE STATE OF TEXAS *
*
COUNTRY OF HARRIS *

KNOW ALL MEN BY THESE PRESENTS:

THAT this Declaration is made on the date hereinafter set forth by the Owners (as defined below);

WITNESSETH:

WHEREAS, by and through that certain instrument entitled "Restrictions" recorded in Volume 1158, Page 505 of the Deed Records of Harris County, Texas (the "Original Restrictions"), Crestwood Acres was restricted for detached single-family residences; and

WHEREAS, by that certain instrument entitled "Amended Restrictions" filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. J300906 (the "Amended Restrictions") the Original Restrictions were amended to allow buildings for multi-family residential use in Crestwood Acres; and

WHEREAS, the undersigned desire to ratify and confirm that the Amended Restrictions amended and modified not only the Original Restrictions, but also the restrictions, which are identical to the Original Restrictions, contained in deeds ("Deeds") out of the original owner and developer of Crestwood Acres, K.E. Womack, and his legal representatives, heirs, successors and assigns (which restrictions, together with the Original Restrictions, as amended by the Amended Restrictions, are herein referred to as the "Prior Restrictions"); and

WHEREAS, in 1990 some of the Owners in Crestwood Acres attempted to amend the Prior Restrictions by and through those certain instruments respectively entitled "Amendment to Amended Restrictions" and "Declaration of Covenants, Conditions and Restrictions of Crestwood Acres" respectively filed of record under Clerk's File Nos. M665501 and M667071 in the Official Public Records of Real Property of Harris County, Texas, which said instruments were later released by that certain instrument entitled "Release" filed of record under Clerk's File No. N245614 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Lots 1, 2 and 3 of Crestwood Acres, according to the map or plat of Crestwood Acres, filed in Volume 16, Page 63 of the Map Records of Harris County, Texas, are further restricted by that certain instrument entitled "Declaration of Easements, Restrictions, and Covenants of Arlington Court" filed of record under Clerk's File No. M946311 in the Official Public Records of Real Property of Harris County, Texas, which said instrument shall remain intact and unaffected by the filing of this Declaration in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, the undersigned are the owners of at least a majority of the lots in Crestwood Acres, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 16, Page 63, of the Map Records of Harris County, Texas and wish to amend the Prior Restrictions as set forth below.

NOW, THEREFORE, the undersigned hereby ratify and confirm that: (i) the Amended Restrictions also amended and modified the restrictions contained in the Deeds; (ii) the Prior Restrictions are hereby amended in their entirety as follows; (iii) this Declaration supersedes and replaces the Prior Restrictions; and (iv) all Lots in Crestwood Acres shall be held, sold and conveyed subject to the following provisions, covenants, conditions, restrictions, reservations

117-48-2008

199-88-1-009

and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Crestwood Acres. These covenants, conditions and restrictions shall run with all the property in Crestwood Acres and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their respective legal representatives, heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration of Covenants, Conditions and Amended Restrictions, shall have the following meanings:

Section 1.1. "Architectural Committee" shall mean and refer to the committee established in Article IV of this Declaration.

Section 1.2. "Association" shall mean and refer to Crestwood Acres Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 1.3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association elected or appointed pursuant to the terms of the Articles of Incorporation and Bylaws of the Association.

Section 1.4. "Building Line(s)" shall mean and refer to the Front Building Line, the Rear Building Line and the Side Building Line(s).

Section 1.5. "Building Setback Areas" shall mean and refer to Front Setback Areas, Side Setback Areas and Rear Setback Areas.

Section 1.6. "City" shall mean and refer to the City of Houston, Texas.

Section 1.7. "Crestwood Acres" shall mean and refer to that certain Harris County subdivision according to the map or plat thereof filed of record in Volume 16, Page 63 of the Map Records of Harris County, Texas.

Section 1.8. "Declaration" shall mean and refer to this "Declaration of Covenants, Conditions and Amended Restrictions of Crestwood Acres" once same has been filed of record in the Official Public Records of Real Property of Harris County, Texas.

Section 1.9. "Dwelling Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence. The term "Dwelling Unit" shall not include a garage or any other accessory structure constructed on the Lot which is detached from the other improvements on the Lot.

Section 1.10. "Effective Date" shall mean and refer to the date this Declaration is filed of record in the Official Public Records of Real Property of Harris County, Texas.

Section 1.11. "Front Building Line" shall mean and refer to the boundary line of the Front Setback Area farthest from the Front Street Line.

Section 1.12. "Front Setback Area" shall mean and refer to that area within a distance of twenty (20) feet from the Front Street Line for Lots 4, 9, 12, 14, 15 and 16 and thirty-five (35) feet from the Front Street Line for all other Lots.

Section 1.13. "Front Street Line" or "Front Property Line" shall mean and refer to the common boundary of a Lot and the right-of-way of Crestwood Drive. The Front Street Line or Front Property Line of Lot 17 shall be the south side of Lot 17, unless otherwise approved by the Architectural Committee.

Section 1.14. "High Output Lighting Device" shall mean and refer to any lighting

fixture or other device emitting, or designed to emit, one thousand eight hundred (1,800) lumens or more of light, whether diffused or not.

Section 1.15. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat. Except for voting rights pursuant to Section 2.4, the term "Lot" shall also mean and refer to: (a) a Replatted Lot; (b) a Lot subdivided pursuant to Section 3.4; or (c) any original Lot (according to the Subdivision Plat), a portion of which was conveyed to the Owner of an adjacent Lot prior to the Effective Date of this Declaration. As to subsection (c) of this Section 1.15, the term "Lot" shall mean and refer to the majority of the original Lot (according to the Subdivision Plat) remaining after such conveyance. By way of illustration, but not limitation, if a portion (but not a majority) of Lot 8 were conveyed to the Owners of Lot 7, prior to the Effective Date of this Declaration, the remainder of Lot 8 would still be defined as a Lot and Lot 7 (including the portion of Lot 8 conveyed to the Owner of Lot 7) would still be defined as a Lot. Provided, however, the term "Lot" or "Lots" shall not mean or refer to Lots 1, 2, or 3 except in Sections 3.1, 3.2 and 3.3. Although no provisions of this Declaration shall apply to or be enforceable against Lots 1, 2, and 3, except for Sections 3.1, 3.2 and 3.3, the Owners of all or any portion of Lots 1, 2 and 3 may enforce the provisions of this Declaration as to all other Lots, including, without limitation, the provisions of Section 5.3. Reference to a specific numbered Lot (for example, Lot 4) shall mean and refer to the corresponding numbered Lot on the Subdivision Plat.

Section 1.16. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.17. "Non-conforming Structure(s)" shall mean and refer to any building, improvement, or other structure lawfully commenced prior to the Effective Date of this Declaration in conformity with the Prior Restrictions in force at the time of commencement of construction. For the purposes of this Section 1.17, the term "lawfully commenced prior to the Effective Date of this Declaration in conformity with the Prior Restrictions in force at the time of commencement of construction" shall mean: (a) all building permits required by the City of Houston prior to commencement of construction of a structure shall have been issued before the Effective Date of this Declaration; and (b) actual construction of any building, improvement, or other structure approved in such building permits shall have commenced prior to the Effective Date of this Declaration.

Section 1.18. "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall also include any mortgagee or lienholder who has acquired and holds fee simple title to any Lot through judicial or non-judicial foreclosure.

Section 1.19. "Person" shall mean and refer to a natural person, partnership, corporation, sole proprietorship, representative, governmental entity, unincorporated business association, or any other entity.

Section 1.20. "Property Line(s)" shall mean and refer to the Front Street Line or the Front Property Line, the Rear Property Line and the Side Property Lines or the Side Street Line.

Section 1.21. "Rear Building Line" shall mean and refer to the boundary line of the Rear Setback Area farthest from the Rear Property Line.

Section 1.22. "Rear Property Line" shall mean and refer to the boundary of a Lot more nearly opposite the Front Street Line of the Lot.

Section 1.23. "Rear Setback Area" shall mean and refer to that area within a distance of fifteen percent (15%) of the total Lot depth for Lot 17 and Lot 18 and twenty-five percent (25%) of the total Lot depth for all other Lots as measured from the Rear Property Line.

Section 1.24. "Rear Yard" shall mean and refer to that area extending from the most

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rear portion of the Dwelling Unit constructed on any Lot to the Rear Property Line.

Section 1.25. "Replatted Lot" shall mean and refer to an original lot (as reflected in the Subdivision Plat) in its entirety, or a lot as defined in Section 1.5(c), in its entirety, which lot has been lawfully replatted and construction thereon commenced in conformity with the Prior Restrictions prior to the Effective Date of this Declaration. For the purposes of this Section, "lawfully replatted and construction thereon commenced" shall mean that: (a) a replat application has received final approval from the City of Houston Planning and Zoning Commission; (b) pursuant to such approved replat application, all building permits required by the City of Houston prior to commencement of construction of a structure shall have been issued; (c) pursuant to such approved building permits, actual construction of such structure shall have been commenced and completed; and, (d) such completed construction shall include the completed construction of a foundation for a Dwelling Unit on the Replatted Lot.

Section 1.26. "Side Building Line" shall mean and refer to the boundary line of the Side Setback Area farthest from the Side Property Line or the Side Street Line.

Section 1.27. "Side Property Line" shall mean and refer to the boundary of a Lot, except the Front Street Line, the Rear Property Line and any Side Street Lines.

Section 1.28. "Side Setback Area", shall mean and refer to that area within a distance of ten (10) feet from the Side Property Line or fifteen (15) feet from the Side Street Line towards the interior of the Lot.

Section 1.29. "Side Street Line" shall mean and refer to the boundary of a Lot, except the Front Street Line, the Rear Property Line, and any Side Property Line which does not abut the right-of-way of Crestwood Drive.

Section 1.30. "Subdivision" shall mean and refer to Crestwood Acres, a Harris County subdivision, according to the map or plat thereof filed of record in Volume 16, Page 63 of the Map Records of Harris County, Texas.

Section 1.31. "Subdivision Plat" shall mean and refer to the map or plat of Crestwood Acres, a Harris County subdivision, recorded in Volume 16, Page 63 of the Map Records of Harris County, Texas.

ARTICLE II CRESTWOOD ACRES HOMEOWNERS ASSOCIATION

Section 2.1. Organization. The principal purposes of the Association shall be the enforcement of the Declaration and providing for the maintenance, and preservation of the Subdivision, the general overall supervision of all of the affairs and well being of the Subdivision, and the promotion of the health and welfare of the residents within the Subdivision.

Section 2.2. Membership. Every Person who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires and holds title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 2.3. Board of Directors. The Association shall act through a Board of Directors that will manage the affairs of the Association according to the Articles of Incorporation and Bylaws of the Association.

Section 2.4. Voting. All Owners (except Owners of Lots 1, 2, and 3, which shall be

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only be entitled to a vote as provided in Section 5.3) shall be entitled to one (1) vote for each original Lot (as reflected on the Subdivision Plat), or for each Lot as defined in Section 1.15(c), owned on each matter coming before the Members at any meeting or otherwise, including any vote taken to terminate or amend this Declaration pursuant to the terms of Section 5.2. Provided, however, the Owners of a Replatted Lot, or Lot subdivided pursuant to Section 3.4, shall be entitled to cast a fractional vote on any matter coming before the Members at any meeting or otherwise, including any vote taken to terminate or amend this Declaration pursuant to the terms of Section 5.2. The Owners of the Replatted Lot or Lot, subdivided pursuant to Section 3.4, may cast the fractional vote by casting a vote equal to the square footage of the portion of the Lot owned to the total square footage of the original Lot that was subdivided. By way of illustration, should an Owner own a portion of an original Lot subdivided so that it contains 10,000 square feet and the original Lot (according to the Subdivision Plat) prior to the subdivision contained 40,000 square feet, the Owner of 10,000 square feet shall be entitled to cast a one-fourth (1/4) vote.

Section 2.5. Assessments. The Association shall not be empowered to assess any Owner for any assessment, charge, or fee, except for the annual premium for the Association's Directors and Officers Liability insurance, and administrative expenses. Assessments shall be due and payable thirty (30) days from the date an Owner has been invoiced.

Section 2.6. Liability Limitations. No Owner or any director or officer of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association and no director or officer of the Association shall be personally liable to any Person on account of their negligence in the performance of their duties on behalf of the Association.

**ARTICLE III
USE AND OTHER RESTRICTIONS**

Section 3.1. Single Family Residential Use. Each Lot is hereby restricted to single-family residential dwellings for single-family residential use only. As used herein, the term "single family residential use" shall be held and construed to mean and refer to ordinary domestic purposes not involving any business, commercial, industrial, or institutional activity, whether carried on for a profit or not. Providing any good or service, or offering to provide it, to or from a Lot or to anyone who does not reside on a Lot in exchange for money or thing of value, whether demanded or accepted, is a business activity. Provided, however, a home profession, home occupation or hobby (hereinafter collectively referred to as home occupation) is permitted so long as: no person other than the resident of the Dwelling Unit shall be engaged or employed in the home occupation at the site; no sign for home occupation shall be displayed on the Dwelling Unit or Lot; there is no visible storage or display of materials or products for home occupation; there is no exterior evidence of the conduct of a home occupation; the home occupation is conducted only within the Dwelling Unit or an accessory structure; the home occupation does not attract automobile, vehicular, or pedestrian traffic and does not reduce or render unusable areas provided for off-street parking for the residents nor prevent the number of cars intended to be parked in the garage from being parked; and, the home occupation does not involve lights, sounds, smells, visual effects, pollution, or any other effect that adversely affects the peace and tranquility of the Subdivision for single-family residential purposes. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; or (b) no more than four (4) unrelated persons living together as a single housekeeping unit and their domestic servants.

Section 3.2. Type of Dwelling Unit. No building shall be erected, altered or placed on any Lot other than detached single-family dwellings and their usual and customary accessory structures; and, no more than one (1) Dwelling Unit is permitted on any Lot. Provided, however: (a) two (2) Dwelling Units are permitted on a Replatted Lot (as defined in Section 1.25) if each Dwelling Unit is located on a portion of the Replatted Lot which equals no less than one-half (1/2) the size of the original Lot (according to the Subdivision Plat); or (b) more

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than two (2) Dwelling Units may be permitted on a Replatted Lot (as defined in Section 1.25) if a variance is granted pursuant to Section 4.5. For the purpose of this Section 3.2 only, as to Lots 1, 2, and 3, the term "Lot" shall mean and refer to each replatted lot as reflected on the map or plat of Arlington Terrace, Section One, a Harris County subdivision, according to the map or plat thereof filed of record in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. M911989 and recorded under Film Code No. 347065 of the Map Records of Harris County, Texas.

Section 3.3. Height of Dwelling Units and Accessory Buildings. Dwelling Units shall not exceed the lesser of: (a) two (2) stories in height (provided, however, that an exception is made for third floor living spaces completely under a sloped roof with dormers or gables, and any number of floors below the natural ground level at the Front Building Line), or (b) forty (40) feet in height. Usual and customary accessory structures, including existing detached garages, shall not exceed more than one (1) level in height. Notwithstanding anything in this Section 3.3 to the contrary, Dwelling Units on Lots 1, 2, and 3 may be constructed up to forty-five (45) feet in height. For purposes of this Section 3.3, the height of a building is measured from the natural ground level at the Front Building Line of the respective Lot, except that for Lots 1, 2 and 3 the height of a building shall be measured from the Front Street Line of the respective Lot on which it is located.

Section 3.4. Subdivision. No Lot may be further subdivided in any manner. Provided, however, this shall not prohibit the subdivision of any Lot when all applicable procedures under state law and the City's ordinances, rules and regulations are followed and either: (a) all portions of the subdivided Lot are added to an adjoining Lot or Lots with the result that after such subdivision the adjoining Lot or Lots include all of the area of the subdivided Lot; or, (b) any portion or portions of a Replatted Lot is/are (i) added to another portion of such Replatted Lot; and/or (ii) added to an adjacent Lot. Provided further, however, no Replatted Lot may be further subdivided pursuant to subsection (b) of this Section 3.4 unless the portion of the Replatted Lot remaining is not less than one-half (1/2) the size of the original Lot (according to the Subdivision Plat).

Section 3.5. Setback Areas. To respond to the prevailing forest environment and streetscape of the Subdivision, no building or other structure on any Lot (other than a driveway or fence) is permitted in the Front Setback Area of such a Lot. So as not to infringe on ravine views from adjacent Lots, no building or other structure (other than a fence) is permitted within the Side Setback Area of any Lot, and no building or other structure (other than a fence) is permitted within the Rear Setback Area of any Lot. No building accessory to the Dwelling Unit is permitted within fifty (50) feet from the Front Street Line of Lots 4, 9, 12, 14, 15 and 16, and seventy-five (75) feet from all other Lots. Accessory buildings must be located inside the Building Lines of any Lot. On a corner Lot, a garage door facing a Side Street Line shall be setback twenty (20) feet.

Section 3.6. Gates, Walls and Fences. The design for any gate, wall or fence shall be compatible and harmonious with the design of the Dwelling Unit it serves and other fences surrounding facilities which fall into the same view, as determined by the Architectural Committee in conformance with Article IV. Within the Front Setback Area, only wrought iron fencing (or other decorative open metal fencing material) shall be permitted. To maximize ravine views, only open metal fencing is permitted in the Rear Yard. Decorative open metal or solid fencing is permitted within the Side Setback Area adjacent to the Side Building Lines. Provided, however, notwithstanding anything contained within this Section 3.6 to the contrary, on corner Lots only decorative open metal fencing is permitted abutting and perpendicular to the Side Street Line to preserve the streetscape and ensure traffic visibility. No fencing shall exceed eight (8) feet in height.

Section 3.7. Minimum Allowable Floor Area. The Dwelling Units within the Subdivision are required to have at least 2,500 square feet of air-conditioned, non-garage space, excluding of porches and patios.

Section 3.8. Maximum Allowable Lot Coverage. Total Lot coverage by the Dwelling

Unit, structures, buildings, walks and driveways, and other improvements, excluding pool and pool decks, may not exceed sixty percent (60%) of the area within the Property Lines of the Lot.

Section 3.9. Access. Each Lot must have adequate legal access to a public street and to all necessary utilities. To preserve green space, each Lot must have only one (1) driveway (which may be a circular driveway) for vehicular access to Crestwood Drive. Any driveways located in the Front Setback Area shall not exceed twelve (12) feet in width, except as required for garage and porte cochere access.

Section 3.10. Garages, Carports, Porte Cochere and Accessory Buildings. So as not to infringe on bayou and ravine views from adjacent lots, no detached garages will be permitted on a Lot. Detached garages or detached and attached carports constructed prior to the Effective Date of this Declaration are allowed as set forth in Section 5.9. No new detached or attached carports will be permitted, however, a porte cochere (defined as a roofed vehicular porch attached to the Dwelling Unit with or without habitable space above it, which is not directly connected to a garage) shall be permitted so long as it is not located closer than twenty (20) feet to a garage or attached carport on any Lot. Every Dwelling Unit shall have an attached enclosed operable garage capable of housing at least two (2) full-sized automobiles, and there may be no more than one (1) living space above an attached garage. No attached garages shall be permitted to face the Front Street Line, and design measures for attached garages must be taken to de-emphasize the garage door. Garage doors visible from the street shall be kept in the closed position when the garage is not being used by the Owner or occupant. Any accessory structures permitted by this Declaration (including screening required in Section 5.14 below) shall be designed to be compatible with the design of the Dwelling Unit it serves as determined by the Architectural Committee, and shall not occupy a Building Setback Area or project beyond the actual Front or Side Building Lines of the principal structure on a site.

Section 3.11. Drainage Facilities. Each Lot must have all drainage facilities required by the City's Code of Ordinances.

Section 3.12. Lighting. All High Output Lighting Devices must be designed, constructed and operated so as to prevent them from directly illuminating any part of another Lot or any part of a building located thereon.

Section 3.13. Face. Dwelling Units shall face (directly or at an angle of less than ninety (90) degrees) the Front Street Line of the respective Lot on which they are located.

Section 3.14. Exterior Maintenance. The exterior of all buildings, improvements, and other structures, including fences and walls, located within the Subdivision must be kept in good repair and must be painted to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in good appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil. Any exterior mechanical equipment (including, but not limited to, heating, air conditioning, refrigeration equipment, pool equipment, plumbing lines, duct work and pad mounted transformers) at grade shall be screened from public view by a solid wall or fence enclosure. In addition, Owners of Dwelling Units shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles.

Section 3.15. Animals and Livestock. The raising, breeding or keeping of animals, livestock or poultry of any kind on any Lot is strictly prohibited; provided, however, consistent with the Dwelling Unit's use as a residence, dogs, cats and other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes and further provided, no more than three (3) such pets shall be kept on a Lot, except for fish of a type customarily kept within normal home aquariums with respect to which there shall be no limitation on amounts. All pets must be properly tagged for identification and penned in an

enclosure. No pet may be chained or leashed outside an enclosure unless being walked on a leash. Whenever a pet is removed from its enclosure it must be in the possession of its owner or the owner's agent and must be restrained by a proper leash of chain, rope, plastic, leather, or similar material.

Section 3.16. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any of the Lots, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any of the Lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Lots.

Section 3.17. Disposal of Trash. No portion of any Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage, or other waste shall be kept in sanitary containers and out of sight of any street or other Lot, except on days for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any Lot.

Section 3.18. Storage of Vehicles. No portion of the streets shall, without the express written permission of the Board of Directors (which revocable permission may be subject to such conditions and limitations as the Board of Directors may in its absolute discretion require), be used for the storage of boats, trailers, recreational vehicles, unused or inoperable automobiles, or any items which the Association deems unsightly or inappropriate. Boats, trailers, recreational vehicles, unused or inoperable automobiles, and other machinery consistent with the use of the premises as a residence may be kept on Lots, provided they are kept or stored within a garage or such other place as shall be completely out of view from any street or other Lot.

No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on any vehicle in any driveway or street other than for work of a temporary nature. For the purpose of the foregoing term, "temporary" shall mean that the vehicle shall not remain in a driveway or street in excess of forty-eight (48) hours in any one (1) calendar month.

Section 3.19. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, and may remain on the site only during the duration of construction. During such time, such materials shall be placed within the Property Lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street.

Section 3.20. Signs. No sign of any kind shall be displayed to public view on any Lot, except a sign(s) (limited to one (1) from each category) of not more than five (5) square feet area, which are used to: (a) advertise the property for sale or lease; (b) identify the builder, contractor, or architect while construction is in progress on such Lot; or (c) promote a political candidate, party or issue for a one (1) month period starting no earlier than one (1) month prior to the date of the election or referendum.

Section 3.21. Nuisances. No noxious or offensive trade or activity shall be carried on or upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 3.22. Prohibited Conduct. No portion of the Subdivision shall be used for illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 3.23. Exterior Antennas. No exterior television antenna, television satellite reception disc or radio antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures located on any Lot other than one (1) conventional

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television antenna, which antenna must be erected in such a manner so that it is not visible from the street. No permitted antenna shall exceed fifteen (15) feet in height.

Section 3.24. Right of Entry. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon as required in this Declaration, to the extent necessary to prevent rat infestation, diminish fire hazards, and accomplish any of the above needed repair, maintenance and restoration, or to remove any item which violates this Article III, the Association, after ten (10) days' written notice to the Owner of said Lot setting forth the action intended to be taken by the Association, shall have the right (but not the obligation) through its agents and contractors to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements located thereon, or to enter in and upon said Lot for the purpose of removing any item being maintained thereon which is not in compliance with this Article. Neither the Association nor its Board of Directors, agents or contractors shall be liable and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Section and, in no event, shall the Association or its Board of Directors or its agent or contractors be liable to any person or persons for any damages of whatsoever nature for removing any item which is not in compliance with this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it is performed and shall be payable by said Owner to the Association upon demand by the Association.

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**ARTICLE IV
ARCHITECTURAL COMMITTEE**

Section 4.1. Membership. The members of the Architectural Committee shall be: (a) all members of the Board of Directors; or (b) an Executive Committee of the Board of Directors formed and designated as the Architectural Committee by resolution adopted by a majority of the Board of Directors. If an Executive Committee is appointed by the Board of Directors, such Executive Committee shall be composed of at least three (3) members, two (2) of which must at all times be members of the Board of Directors and (1) which must be either a member of the Association or a member of the Crestwood/Glencove Civic Club Architectural Committee or its successors. All members of the Executive Committee shall serve at the discretion of the Board, and all decisions of the Architectural Committee shall be subject to review and modification by the Board as provided in Section 4.2. In the event of death or resignation of any person serving on the Executive Committee, the Board of Directors shall designate a successor or successors who shall have all of the authority and power of his or their predecessors. Until such successor member or members of the Executive Committee shall have been appointed, the remaining member or members shall have full authority to exercise all powers of the Architectural Committee.

The Architectural Committee may employ one (1) or more architects, engineers, attorneys or other consultants, as approved by the Board of Directors, to advise and assist the Architectural Committee in carrying out its duties hereunder, and the Association shall pay such consultant(s) for their services rendered to the Architectural Committee.

Section 4.2. Approval of Building Plans. No building, structure, or other improvement, whether permanent or temporary, shall be commenced, constructed, erected, placed, modified, altered or improved on any Lot until the construction plans and specifications including a plot plan showing the location of the proposed building, structure, modification, alteration, or other improvement has been approved in writing by the Architectural Committee as to: the harmony of the exterior design and color with existing structures; the location with respect to the topography and finished ground elevation; and as to compliance with any minimum architectural guidelines adopted by the Architectural Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Committee or its designated consultant(s) prior to commencement of construction.

Approval by the Architectural Committee shall be final and shall not be revoked or

rescinded thereafter. In the event of disapproval by the Architectural Committee, the construction plans and specifications may be resubmitted to the Board of Directors (if the membership of the Board of Directors is different than that of the Architectural Committee) for review. An affirmative vote by a majority of the Board of Directors shall then be required for approval. Any decision of the Board of Directors shall be final and conclusive except as to any approval of a request for variance pursuant to Section 4.5.

The decision of the Architectural Committee shall be made within thirty (30) days after the receipt by the Architectural Committee of all materials required or requested by the Architectural Committee. Any request for Architectural Committee approval shall be deemed approved by the Architectural Committee unless written disapproval, or a written request for additional information or materials, is transmitted to the Person seeking approval from the Architectural Committee within thirty (30) days after receipt by the Architectural Committee; provided, however, no such deemed approval shall apply to any requests for variances pursuant to Section 4.5 or operate to permit any Owner to construct or maintain any improvements that violate the terms of this Declaration.

Section 4.3. Minimum Construction Guidelines. The Architectural Committee may, from time to time, promulgate, modify or delete such reasonable architectural guidelines as it shall deem appropriate to govern its areas of responsibility. Such authority shall include, but shall not be limited to, the right to specify: (a) specific procedural guidelines for submission of requests for, and plans, specifications and other information necessary to obtain Architectural Committee approval; and (b) in general, all minimum requirements reasonably deemed necessary to maximize compliance with provisions of this Declaration and Architectural Committee review criteria.

Section 4.4. No Waiver of Future Approvals. Approval of the Architectural Committee, the Board of Directors or the Members of the Association of any proposals, plans, specifications, drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, the Board of Directors or the Members of the Association, including variances pursuant to Section 4.5 shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent, including any claims that such subsequent denials constitute arbitrary, capricious or discriminatory conduct on the part of the Architectural Committee, the Board of Directors or the Members of the Association.

Section 4.5. Variances. The Architectural Committee or the Board of Directors, with the approval of a majority of the Members of the Association as provided below, may authorize variances from compliance with any of its guidelines and procedures or from the restrictions in this Declaration relating to buildings, structures and improvements when unique circumstances such as topography, natural obstructions, hardship (excluding economic hardship), or aesthetic or environmental considerations require. In the event of disapproval by the Architectural Committee of any request for a variance, the request for a variance may be resubmitted to the Board of Directors (if the membership of the Board of Directors is different from the Architectural Committee) for review and approval. Notwithstanding any provisions of this Section 4.5 to the contrary, variances from the provisions of Section 3.2 are specifically prohibited except as to a Replatted lot. As to rebuilding of Non-conforming Structures which differ from their original construction, the Architectural Committee or the Board of Directors, with the approval of a majority of the Members of the Association as provided below, may also grant variances: (a) to allow Owners to replace Non-conforming Structures destroyed by fire or other casualty; or (b) to allow Owners to replace Non-conforming Structures (excluding Dwelling Units) voluntarily removed; and (c) as provided in Section 3.2 for a Replatted lot. Any approvals or grants of variances related to Non-conforming Structures or construction on a Replatted Lot, shall require that such construction is: (i) subject to the same Architectural Committee review as set forth in Section 4.2 above; (ii) designed to conform and comply, to the maximum extent reasonably possible, with all restrictions of this Declaration relating to buildings, improvements or structures consistent with the general purposes and intent of this Declaration; (iii) diligently commenced and completed within a stated time frame; and, (iv) shall

117-48-2577

not cause any unreasonable inconvenience to such Owner's neighbors. No variance shall be effective unless it is in writing and has received the approval of the Architectural Committee or the Board of Directors and a majority of the Members of the Association. Provided, however, any request for a variance pursuant to Section 3.2 relating to a Replatted Lot denied by the Architectural Committee and/or the Board of Directors shall require the Board of Directors to submit such request for a variance to the Members of the Association. If a request for a variance pursuant to Section 3.2 relating to a Replatted Lot is approved by a majority of the Members of the Association, the approval of the Architectural Committee or the Board of Directors required by this Section 4.5 shall not be required to grant said variance. For the purposes of obtaining the majority approval of the Members of the Association required by this Section 4.5, each Member shall be sent notice (by certified mail, return receipt requested) of the requested variance. Unless the Board of Directors receives written opposition to the requested variance from at least fifty percent (50%) from the Members of the Association (calculated pursuant to Section 2.4), within thirty (30) days of the date the notice was postmarked by the United States Postal Service, the request for a variance shall be deemed approved by a majority of the Members of the Association. Thereafter, the Architectural Committee or the Board of Directors shall notify the Person requesting the variance of the decision of the Architectural Committee or the Board of Directors and/or Members of the Association.

Section 4.6. No Liability. The Architectural Committee shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, or member of the Architectural Committee shall be held liable (a) for any injury, damages, or loss arising out of the manner or quality of approved construction or (b) for any action or failure to act in connection with any approval or disapproval of any request for approval or request for variance, including, without limitation, mistakes in judgment, negligence, malfeasance or nonfeasance.

ARTICLE V GENERAL PROVISIONS

Section 5.1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, and charges now or hereafter imposed by reason of the provisions contained in this Declaration. If the Association or an Owner shall prevail in any such proceeding brought to enforce any of the terms of this Declaration, expenses incurred by the Board of Directors on behalf of the Association or by an Owner in the enforcement of the provisions of this Declaration, including interest, costs and attorney's fees, shall be chargeable to and be a personal obligation of the Owner found to be not in compliance with this Declaration. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any remedy or right expressly provided in this Declaration is in addition to, and does not by implication exclude, all other rights and remedies available to any Owner or the Association to enforce the provisions of this Declaration.

Section 5.2. Duration and Amendment. Unless amended or repealed as herein provided, all of the provisions, covenants, conditions, restrictions, reservations and charges contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns until December 31, 2003 and thereafter shall be automatically extended for successive periods of ten (10) years each, unless terminated by written instrument, in recordable form, signed by the then Owners of not less than two-thirds (2/3) of the Lots (excluding Lots 1, 2 and 3) subject to this Declaration.

Any provision, covenant, condition, restriction, reservation, or charge contained in this Declaration may be amended or repealed at any time and from time to time by written instrument, in recordable form, signed by the then Owners of not less than two-thirds (2/3) of the Lots (excluding Lots 1, 2 and 3) subject to this Declaration.

For the purpose of this Section 5.2, the vote of the Owners of the Lots for termination or amendment of this Declaration shall be calculated pursuant to Section 2.4.

Any amendment or repeal of this Declaration shall be effective upon the recordation in the Official Public Records of Real Property in Harris County, Texas of such written instrument setting forth the amendment or repeal in full.

117-48-2578

Section 5.3. Joinder by the Owner of Lots 1, 2, and 3. The Owner of Lots 1, 2, and 3 has joined in this Declaration for the limited purpose of imposing the restrictions set forth in Sections 3.1, 3.2, and 3.3 to Lots 1, 2 and 3. No other provision of this Declaration applies to Lots 1, 2, and 3. Further, notwithstanding any provision to the contrary, no amendment to this Declaration shall affect Lots 1, 2 or 3 unless the Owner of Lots 1, 2, and 3, respectively, executes such amendment.

Section 5.4. Canvassing. Where this Declaration requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is first notified in writing by certified mail, return receipt requested (unless the action is initiated by resolution of the Board of Directors), of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 5.5. Severability. If any provision of this Declaration or the application thereof to any Person or circumstance shall, for any reason or to any extent be invalid or unenforceable, neither the remainder of this Declaration nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law. In the event this Declaration or any part hereof is determined by a court of competent jurisdiction to be invalid or unenforceable as to any Owner not signing this Declaration, this Declaration shall nonetheless continue to be binding and enforceable against the Owners, their legal representatives, heirs, successors, and assigns, who do sign this Declaration.

Section 5.6. Conflict Among Provisions. If a conflict occurs between the provisions of this Declaration, the most restrictive provision shall control.

Section 5.7. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 5.8. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

Section 5.9. Non-conforming Structures. Non-conforming Structures shall be deemed to be in compliance with the terms of this Declaration. Should any Non-conforming Structures be either totally or partially destroyed by fire or other casualty, the same may be rebuilt or repaired and still be considered to be in compliance with the terms of this Declaration.

Section 5.10. Counterpart Copies. This Declaration may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, this Declaration is executed by the Owners of the respective Lots set forth below.

OWNER(S):

LOT(S) IN CRESTWOOD ACRES:

W. James Murdagh, Jr.
W. JAMES MURDAGH, JR.

#5 (32 Crestwood)

OWNER(S):

LOT(S) IN CRESTWOOD ACRES:

Jimmy Low Whitridge
JIMMY LOW WHITRIDGE

Elizabeth Arable Pudoba
ELIZABETH ARABLE PUDOBA

Edward Andrew Pudoba
EDWARD ANDREW PUDOBA

Christopher William Brown
CHRISTOPHER WILLIAM BROWN

Kirk R. Wilhelmus
KIRK R. WILHELMUS

John R. Estill
JOHN R. ESTILL

Andre A. Crispin
ANDRE A. CRISPIN
for Miles Glaser
MILES GLASER

Andre A. Crispin
ANDRE A. CRISPIN

Sylvia C. Crispin
SYLVIA C. CRISPIN

Hermena H. Kelly
HERMENA H. KELLY

Joe J. Maresch
JOE J. MARESH

Anna B. Maresch
ANNA B. MARESH

Melanie McKittrick President
Melanie McKittrick, President

(#1) 12 Crestwood

(#14) 15 Crestwood

(#14) 15 Crestwood Drive

(#16) 11 CRESTWOOD DRIVE

Part 8 & 9
Lot 19 of Crestwood

Lot 10 16 Crestwood

Lot 18 2 Crestwood

Lot 18 - 2 Crestwood

Lot # 8 no. 20 Crestwood

Lot # 13 8 Crestwood

Part # 13 8 Crestwood

Lot 9, CRESTWOOD ON THE PARK C
MINIUMS COUNCIL OF CO-OWNERS
19 Crestwood Drive

117-48-2679

196-59-0700

SPECIAL LIMITED POWER OF ATTORNEY

THE STATE OF TEXAS *
COUNTY OF HARRIS *

KNOW ALL MEN BY THESE PRESENTS:

117-48-2630

THAT I/we, the undersigned, being the owner(s) of property within the bounds of Crestwood Acres, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 16, Page 63, of the Map Records of Harris County, Texas, have made, constituted and appointed, and by these presents do make, constitute and appoint ANDRE A. CRISPIN, as my/our true and lawful attorney ("my/our attorney") for me/us and in my/our name, place and stead for the special limited purpose to sign and deliver, and in any and all proper ways, to execute that certain instrument entitled "Declaration of Covenants, Conditions and Amended Restrictions of Crestwood Acres" (the "Declaration"). This special limited power of attorney may be voluntarily revoked only by my/our written revocation and only prior to the date the Declaration is filed of record in the Official Public Records of Real Property of Harris County, Texas. I/we hereby ratify and confirm all that my/our attorney-in-fact shall lawfully do or cause to be done by virtue of this special limited power of attorney and the rights and powers granted herein. I/we hereby request all persons to give full effect to the terms hereof and to construe this instrument liberally in favor of granting and giving my/our attorney full power to act for me/us in this matter which I/we might act if personally present.

Executed this the 24th day of December, 1992.

12/24-92
Date

MILES GLASER
Name (Please Print)

16 CRESTWOOD
Property Address

[Signature]
Signature

Crestwood Acres, Lot(s)
Legal Description

Name (Please Print)

Signature

STATE OF TEXAS *
COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared Miles Glaser, known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she/they executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 24th day of December, 1992.

#10659



[Signature]
NOTARY PUBLIC - STATE OF TEXAS

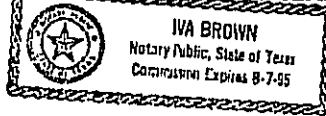
117

196-59-1701

STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 1st day of Jan,
1993 by W. W. ...

Iva Brown
NOTARY PUBLIC - STATE OF TEXAS

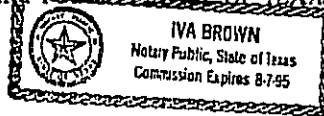


117-48-26811

STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Emmy Phillips Whitledge

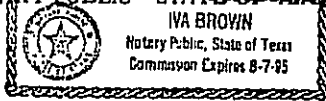
Iva Brown
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Elizabeth Frabler Podoba

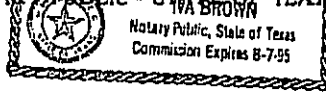
Iva Brown
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Edward Andrew Podoba

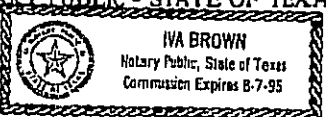
Iva Brown
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Christopher William ...

Iva Brown
NOTARY PUBLIC - STATE OF TEXAS



199-59-0702

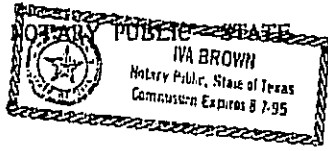
STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Kerr Robert Williams.

117-48-2582

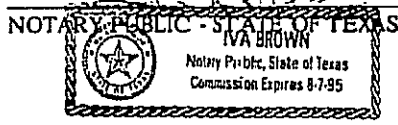
OF TEXAS

STATE OF TEXAS *
*
COUNTY OF HARRIS *



This instrument was acknowledged before me on this the 1st day of Jan,
1993 by John Kiel Edill.

STATE OF TEXAS *
*
COUNTY OF HARRIS *



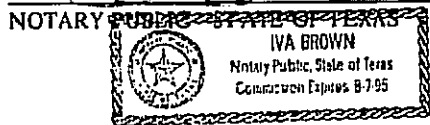
This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Andre Arthur Crispin.

STATE OF TEXAS *
*
COUNTY OF HARRIS *

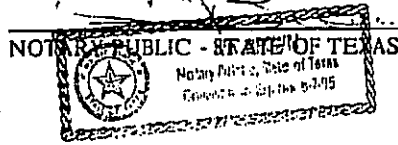


This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Sylvia Cleverger Crispin.

STATE OF TEXAS *
*
COUNTY OF HARRIS *



This instrument was acknowledged before me on this the 1st day of Jan,
1993 by Hermna Hancock Kelly.

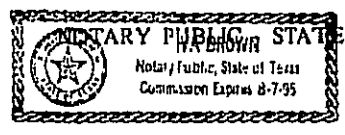


196-31-0703

17-48-2983

STATE OF TEXAS *
*
COUNTY OF HARRIS *

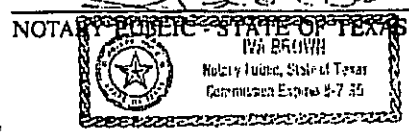
This instrument was acknowledged before me on this the 15th day of Jan, 1993 by John Marresh



OF TEXAS

STATE OF TEXAS *
*
COUNTY OF HARRIS *

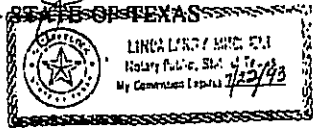
This instrument was acknowledged before me on this the 15th day of Jan, 1993 by Anna Kutschbach Marresh



STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 4th day of January, 1993 by Melanie McKittrick

Janita Shirley Probstler
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the _____ day of _____, 19____, by _____

NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the _____ day of _____, 19____, by _____

NOTARY PUBLIC - STATE OF TEXAS

Handwritten notes and signatures at the bottom left of the page.

196-59-0704

117-48-2684

FILED
94 JAN -3 AM 11:15
Dee C. Ryan
Harris County, Texas

FILED
93 JAN -1, PM 4:26

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MORTGAGE, OR USE OF THE DESCRIBED REAL PROPERTY IN VIOLATION OF ANY FEDERAL OR STATE LAW IS HEREBY REVOKED AND UNENFORCEABLE UNDER THE LAWS OF THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JAN 3 1994



Dee C. Ryan
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MORTGAGE, OR USE OF THE DESCRIBED REAL PROPERTY IN VIOLATION OF ANY FEDERAL OR STATE LAW IS HEREBY REVOKED AND UNENFORCEABLE UNDER THE LAWS OF THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JAN 4 1993



Quita Roddenberry
COUNTY CLERK
HARRIS COUNTY, TEXAS

T159572

AMEND

AMENDMENT OF:
DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF
CRESTWOOD ACRES 519-99-2870
07/23/98 300206789 T159572 \$34.00

In accordance with the provisions of Sections 2.4 and 5.2 of the "Declaration of Covenants, Conditions and Amended Restrictions of Crestwood Acres" recorded in the Real Property Records of Harris County, Texas under File No. P028433 and at Film Code 117-48-2667, *et seq.* (the "Declaration"), the undersigned hereby amend the Declaration as follows:

Section 3.4 of the Declaration is amended to state as follows:

Subdivision. No Lot may be further subdivided in any manner. Provided, however, this shall not prohibit either of the following:

- (1) The subdivision of any Lot when all applicable procedures under state law and the City's ordinances, rules and regulations are followed and either: (a) all portions of the subdivided Lot are added to an adjoining Lot or Lots with the result that after such subdivision the adjoining Lot or Lots include all of the area of the subdivided Lot; or (b) any portion or portions of a Replatted Lot is/are (i) added to another portion of such Replatted Lot; and/or (ii) added to an adjacent Lot. Provided further, however, no Replatted Lot may be further subdivided pursuant to subsection (b) of this subsection 3.4(1) unless the portion of the Replatted Lot remaining is not less than one-half (1/2) the size of the original Lot (according to the Subdivision Plat); or
- (2) the subdivision of Lots 6 and 7 so as to create 3 lots none of which is less than 1/2 acre in size, provided that, in connection with such subdivision, all applicable procedures under state law and the City's ordinances, rules and regulations are followed

34
C

Except as amended hereby, the terms and provisions of the Declaration as originally written shall remain unchanged.

OWNER(S)

LOT(S) IN CRESTWOOD ACRES

10/17

Eliezar Erel
Crestwood on the Park Condominium
Council of Co-Owners
By: Eliezar Erel
Its: President

Lot # 9 ; Address: 19 Crestwood

AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF CRESTWOOD ACRES

Return to: Barrett H. Reasoner
Gibbs & Bruns, L.L.P.
1100 Louisiana, Ste. 5300
Houston, Tx. 77002

519-99-2877

Arthur M. Deck
Arthur M. Deck & Associates
By: ARTHUR M. DECK
Its: MANAGING PARTNER

Lot # 7; Address: Crestwood

102

Nancy J. Doolittle
NFM, Inc.
By: NANCY F. McMINN
Its: PRES.

Lot # 6; Address: Crestwood

102

Linda M. Robison
Printed Name: Linda M. Robison

Lot # 12 C-D; Address: 17 Crestwood

Emmy Lou Whitridge
Printed Name: Emmy Lou Whitridge

Lot # 11; Address: 12 Crestwood

602

Abhijeet Purkayastha
Printed Name: Abhijeet Purkayastha

Lot # 10; Address: 16 Crestwood

Lisa Purkayastha
Printed Name: Lisa Purkayastha

Lot # 10; Address: 16 Crestwood

Leroy R. Burrell
Printed Name: Leroy R. Burrell

Lot # 4; Address: 38 Crestwood

Michelle Burrell
Printed Name: Michelle Burrell

Lot # 4; Address: 38 Crestwood

Printed Name: J. Lloyd Moore

Lot # 16; Address: 11 Crestwood

519-99-2878

Arthur M. Deck & Associates
By:
Its:

Lot # 7; Address: Crestwood

NFM, Inc.
By:
Its:

Lot # 6; Address: Crestwood

Printed Name: Linda M. Robison

Lot # 12 C-D; Address: 17 Crestwood

Printed Name: Emmy Lou Whitridge

Lot # 11; Address: 12 Crestwood

Printed Name: Abhijeet Purkayastha

Lot # 10; Address: 16 Crestwood

Printed Name: Lisa Purkayastha

Lot # 10; Address: 16 Crestwood

Printed Name: Leroy R. Burrell

Lot # 4; Address: 38 Crestwood

Printed Name: Michelle Burrell

Lot # 4; Address: 38 Crestwood



Printed Name: J. Lloyd Moore

Lot # 16; Address: 11 Crestwood 

519-99-2679

Blaine Adams
Printed Name: Blaine Adams

Lot # 12A-B; Address: 17A Crestwood

gan

Patrick Faloon
Printed Name: Patrick Faloon

Lot # 12A-B; Address: 17A Crestwood

Printed Name: Diran A. Elsaifi

Lot # 8; Address: 20 Crestwood

Printed Name: Joe J. March

Lot # 3; Address: 13 Crestwood

Printed Name: Anna March

Lot # 3; Address: 13 Crestwood

Printed Name: Jerrold E. Landon

Lot # 12 D; Address: 19 Crestwood

Printed Name: Helen J. Landon

Lot # 12 D; Address: 19 Crestwood

Printed Name: James W. Murdaugh

Lot # ____; Address: 32 Crestwood

Printed Name:

Lot # ____; Address: ____ Crestwood

Printed Name:

Lot # ____; Address: ____ Crestwood

519-99-2800

Printed Name: Elaine Adams

Lot #12A-B; Address: 17A Crestwood

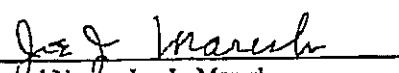
Printed Name: Patrick Falcon

Lot #12A-B; Address: 17A Crestwood



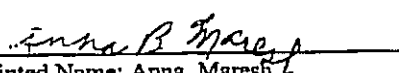
Printed Name: Diran A. Elsaifi

Lot # 8 ; Address: 20 Crestwood



Printed Name: Joe J. Maresh

Lot # 3 ; Address: 13 Crestwood



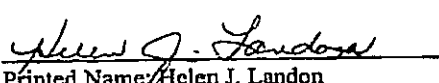
Printed Name: Anna Maresh

Lot # 3 ; Address: 13 Crestwood

502

Printed Name: Jerrold E. Landon

Lot # 12 D; Address: 19 Crestwood



Printed Name: Helen J. Landon

Lot # 12 D; Address: 19 Crestwood



Printed Name: James W. Murdaugh

Lot # 5 ; Address: 32 Crestwood

Printed Name:

Lot # ____; Address: ____ Crestwood

Printed Name:

Lot # ____; Address: ____ Crestwood

519-99-2881

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Eliezar Erel as President of Crestwood on the Park Condominium Council of Co-Owners.

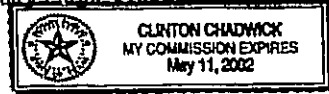

Notary Public - State of Texas



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22 day of July, 1998, by ARTHUR M DECK as MANAGING PARTNER of Arthur M. Deck & Associates.

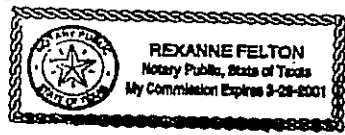

Notary Public - State of Texas



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of July, 1998, by NANCY F. McMINN as PRES. NFM, Inc.

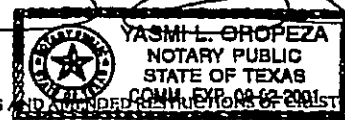

Notary Public - State of Texas



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Linda M. Robison.


Notary Public - State of Texas



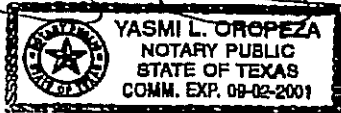
AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND APPOINTED RESTRICTIONS OF CRESTWOOD ACRES

519-99-2002

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Emmy Lou Whitridge.

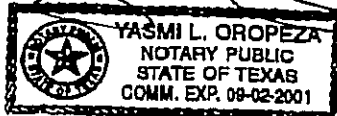
[Handwritten Signature]
Notary Public - State of Texas



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Abhijeet Purkayastha.

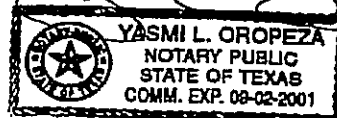
[Handwritten Signature]
Notary Public - State of Texas



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Lisa Purkayastha.

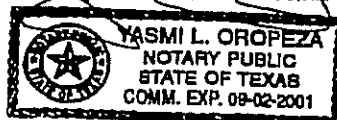
[Handwritten Signature]
Notary Public - State of Texas



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Leroy R. Burrell.

[Handwritten Signature]
Notary Public - State of Texas



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

519-99-2003

This instrument was acknowledged before me on the 3rd day of July, 1998, by
Michelle Burrell.


Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §



This instrument was acknowledged before me on the ____ day of July, 1998, by
J. Lloyd Moore.

Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of July, 1998, by
Blaine Adams.

Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of July, 1998, by
Patrick Falcon.

Notary Public - State of Texas

519-99-2881

STATE OF TEXAS §
COUNTY OF HARRIS §

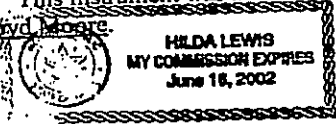
This instrument was acknowledged before me on the ____ day of July, 1998, by
Michelle Burrell.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of July, 1998, by

I. Lloyd Moore.



Hilda Lewis
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of July, 1998, by
Blaine Adams.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of July, 1998, by
Patrick Falcon.

Notary Public - State of Texas

519-99-2885

STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the _____ day of July, 1998, by Michelle Burrell.

Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

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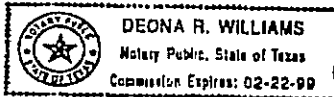
This instrument was acknowledged before me on the _____ day of July, 1998, by J. Lloyd Moore.

Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 2nd day of July, 1998, by Blaine Adams.

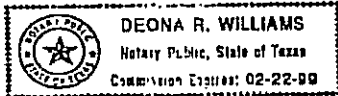


Deona R. Williams
Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

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§

This instrument was acknowledged before me on the 2nd day of July, 1998, by Patrick Falcon.




Deona R. Williams
Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

§
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§

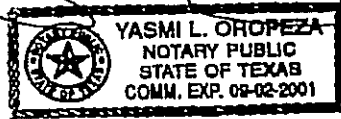
519-99-2800

This instrument was acknowledged before me on the 16th day of July, 1998, by
Diran A. Elsaifi.


Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

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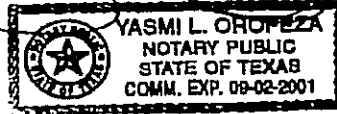


This instrument was acknowledged before me on the 2nd day of July, 1998, by
Joe L. Maresh.


Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

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§



This instrument was acknowledged before me on the 2nd day of July, 1998, by
Anna Maresh.


Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

§
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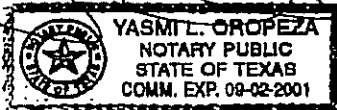
This instrument was acknowledged before me on the ____ day of July, 1998, by
Jerrold E. Landon.

Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

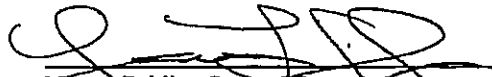

519-99-2007

This instrument was acknowledged before me on the 3rd day of July, 1998, by
Helen J. Landon.


Notary Public - State of Texas


STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by
James W. Murdaugh.


Notary Public - State of Texas


STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of July, 1998, by

Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of July, 1998, by

Notary Public - State of Texas

519-99-2838

FILED

98 JUL 23 PM 2:28

Beverly R. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, APPELL, OR USE OF THE RECORDED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNLAWFUL UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me; and was
DAILY RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

JUL 23 1998



Beverly R. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

AMEND

T159572

Re-recorded Nov 1994 to reflect additional signature of Spitold E. Landon on Lot # 12D. VGR
529-22-1661

U086302 AMENDMENT OF:
DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF
CRESTWOOD ACRES 519-99-2673
07/21/90 20026709 1137572 034.00

In accordance with the provisions of Sections 2.4 and 5.2 of the "Declaration of Covenants, Conditions and Amended Restrictions of Crestwood Acres" recorded in the Real Property Records of Harris County, Texas under File No. P028433 and at Film Code 117-48-2667, et seq. (the "Declaration"), the undersigned hereby amend the Declaration as follows:
11/16/99 300343234 U086302 034.25

Section 3.4 of the Declaration is amended to state as follows:

Subdivision. No Lot may be further subdivided in any manner. Provided, however, this shall not prohibit either of the following:

3825
x
34
c

- (1) The subdivision of any Lot when all applicable procedures under state law and the City's ordinances, rules and regulations are followed and either: (a) all portions of the subdivided Lot are added to an adjoining Lot or Lots with the result that after such subdivision the adjoining Lot or Lots include all of the area of the subdivided Lot; or (b) any portion or portions of a Replatted Lot is/are (i) added to another portion of such Replatted Lot; and/or (ii) added to an adjacent Lot. Provided further, however, no Replatted Lot may be further subdivided pursuant to subsection (b) of this subsection 3.4(1) unless the portion of the Replatted Lot remaining is not less than one-half (1/2) the size of the original Lot (according to the Subdivision Plat); or
- (2) the subdivision of Lots 6 and 7 so as to create 3 lots none of which is less than 1/2 acre in size, provided that, in connection with such subdivision, all applicable procedures under state law and the City's ordinances, rules and regulations are followed

Except as amended hereby, the terms and provisions of the Declaration as originally written shall remain unchanged.

(16)
(17)
(18)

OWNER(S) LOT(S) IN CRESTWOOD ACRES
Eliezar Erel Lot # 9 ; Address: 19 Crestwood
Crestwood on the Park Condominium
Council of Co-Owners
By: Eliezar Erel
Its: President

AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF CRESTWOOD ACRES

Return to: Barrett H. Reasoner
Gibbs & Bruns, L.L.P.
1100 Louisiana, Ste. 5300
Houston, Tx. 77002

519-99-2877

529-22-1662

Arthur M. Deck
Arthur M. Deck & Associates
By: Arthur M. Deck
Its: MANAGING PARTNER

Lot # 7; Address: Crestwood

102

Danny J. Dr. D. Kim
NFM, Inc.
By: NWAY F. ALUMINAN
Its: PRES.

Lot # 6; Address: Crestwood

102

Linda M. Robison
Printed Name: Linda M. Robison

Lot # 12 C-D; Address: 17 Crestwood

Emmy Lou Whitridge
Printed Name: Emmy Lou Whitridge

Lot # 11; Address: 12 Crestwood

602

Abhijeet Purkayastha
Printed Name: Abhijeet Purkayastha

Lot # 10; Address: 16 Crestwood

Lisa Purkayastha
Printed Name: Lisa Purkayastha

Lot # 10; Address: 16 Crestwood

Leroy B. Burrell
Printed Name: Leroy B. Burrell

Lot # 4; Address: 38 Crestwood

Michelle Burrell
Printed Name: Michelle Burrell

Lot # 4; Address: 38 Crestwood

Printed Name: J. Lloyd Moore

Lot # 16; Address: 11 Crestwood

AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF CRESTWOOD ACRES

519-99-2673

Lot # 7; Address: Crestwood

Arthur M. Deck & Associates
By:
Its:

Lot # 6; Address: Crestwood

NFM, Inc.
By:
Its:

Lot # 12 C-D; Address: 17 Crestwood

Printed Name: Linda M. Robison

Lot # 11; Address: 12 Crestwood

Printed Name: Emmy Lou Whitridge

Lot # 10; Address: 16 Crestwood

Printed Name: Abhijeet Purkayastha

Lot # 10; Address: 16 Crestwood

Printed Name: Lisa Purkayastha

Lot # 4; Address: 38 Crestwood

Printed Name: Leroy R. Burrell

Lot # 4; Address: 38 Crestwood

Printed Name: Michelle Burrell

Lot # 16; Address: 11 Crestwood



Printed Name: J. Lloyd Moore

529-22-1663

10

518-99-2079

Elaine Adams
Printed Name: Elaine Adams

Lot #12A-B; Address: 17A Crestwood

da

Patrick Faloon
Printed Name: Patrick Faloon

Lot #12A-B; Address: 17A Crestwood

529-22-1664

Diran A. Elsaifi
Printed Name: Diran A. Elsaifi

Lot # 8 ; Address: 20 Crestwood

Joe J. Marsh
Printed Name: Joe J. Marsh

Lot # 3 ; Address: 13 Crestwood

Anna Marsh
Printed Name: Anna Marsh

Lot # 3 ; Address: 13 Crestwood

Jerrold E. Landon
Printed Name: Jerrold E. Landon

Lot # 12 D; Address: 19 Crestwood

Helen J. Landon
Printed Name: Helen J. Landon

Lot # 12 D; Address: 19 Crestwood

James W. Murdaugh
Printed Name: James W. Murdaugh

Lot # ; Address: 32 Crestwood

Printed Name:

Lot # ; Address: Crestwood

Printed Name:

Lot # ; Address: Crestwood

AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF CRESTWOOD ACRES

519-99-2850

Lot #12A-B; Address: 17A Crestwood

Printed Name: Blaine Adams

Lot #12A-B; Address: 17A Crestwood

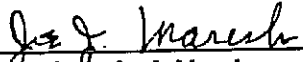
Printed Name: Patrick Falcon



Lot # 8 ; Address: 20 Crestwood

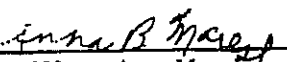
Printed Name: Diran A. Elsaifi

Lot # 3 ; Address: 13 Crestwood



Printed Name: Joe J. Maresh

Lot # 3 ; Address: 13 Crestwood



Printed Name: Anna Marash

Lot # 12 D; Address: 19 Crestwood

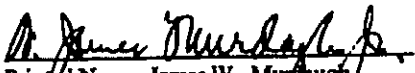
Printed Name: Jerrold E. Landon

Lot # 12 D; Address: 19 Crestwood



Printed Name: Helen J. Landon

Lot # 5 ; Address: 32 Crestwood



Printed Name: James W. Murrough

Lot # ____; Address: ____ Crestwood

Printed Name:

Lot # ____; Address: ____ Crestwood

Printed Name:

529-22-1665

502

AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF CRESTWOOD ACRES

Original

Printed Name: Blaine Adams

Lot #12A-B; Address: 17A Crestwood

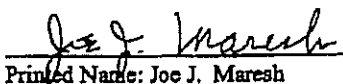
Printed Name: Patrick Falcon

Lot #12A-B; Address: 17A Crestwood



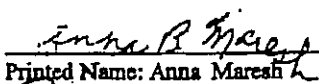
Printed Name: Diran A. Elsaifi

Lot # 8 ; Address: 20 Crestwood



Printed Name: Joe J. Maresh

Lot # 3 ; Address: 13 Crestwood



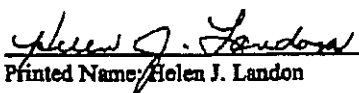
Printed Name: Anna Maresh

Lot # 3 ; Address: 13 Crestwood



Printed Name: Jerrold E. Landon

Lot # 12D; Address: 19 Crestwood



Printed Name: Helen J. Landon

Lot # 12D; Address: 19 Crestwood



Printed Name: James W. Murrough

Lot # 5 ; Address: 32 Crestwood

Printed Name:

Lot # ____; Address: ____ Crestwood

Printed Name:

Lot # ____; Address: ____ Crestwood

529-22-1666

102

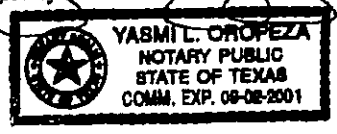
519-99-2001

529-22-1667

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Eliezar Erel as President of Crestwood on the Park Condominium Council of Co-Owners.

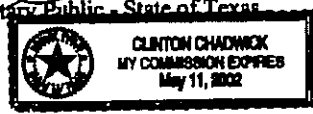
[Signature]
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22 day of July, 1998, by Arthur M. Deck as MANAGING PARTNER of Arthur M. Deck & Associates.

[Signature]
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of July, 1998, by NANCY F. McMINN as PRES. NFM, Inc.

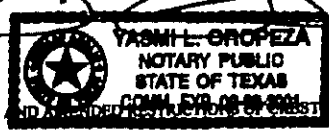
[Signature]
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Linda M. Robison.

[Signature]
Notary Public - State of Texas



AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE TRACT OF TWENTY-FOUR ACRES

519-99-2882

STATE OF TEXAS §
§
COUNTY OF HARRIS §

529-22-1668

This instrument was acknowledged before me on the 3rd day of July, 1998, by Emmy Lou Whitridge.

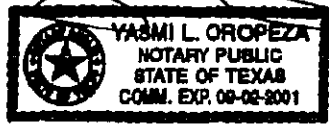
[Handwritten Signature]
Notary Public - State of Texas



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Abhijeet Purkayastha.

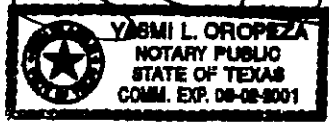
[Handwritten Signature]
Notary Public - State of Texas



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Lisa Purkayastha.

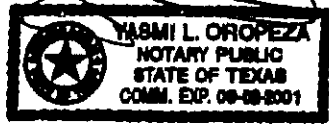
[Handwritten Signature]
Notary Public - State of Texas



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of July, 1998, by Leroy R. Burrell.

[Handwritten Signature]
Notary Public - State of Texas



AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF CRESTWOOD ACRES

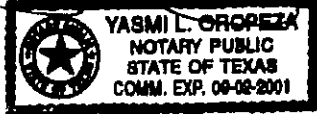
STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

519-99-2003

529-22-1669

This instrument was acknowledged before me on the 3rd day of July, 1998, by
Michelle Burrell.

[Handwritten Signature]
Notary Public - State of Texas



STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of July, 1998, by
J. Lloyd Moore.

Notary Public - State of Texas

STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of July, 1998, by
Blaine Adams.

Notary Public - State of Texas

STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of July, 1998, by
Patrick Falcon.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

519-99-2001
529-22-1670

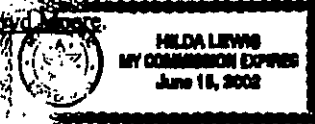
This instrument was acknowledged before me on the ____ day of July, 1998, by Michelle Burrell.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of July, 1998, by

L. Linda Lewis



Hilda Lewis
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of July, 1998, by Blaine Adams.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of July, 1998, by Patrick Falcon.

Notary Public - State of Texas

519-99-2005

529-22-1671

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day of July, 1998, by Michelle Burrell.

Notary Public - State of Texas

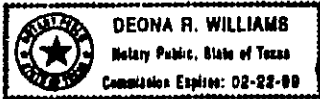
STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day of July, 1998, by L. Lloyd Moore.

Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

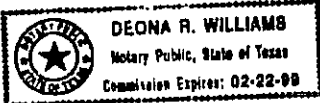
This instrument was acknowledged before me on the 22nd day of July, 1998, by Elaine Adams.



Deona R. Williams
Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 22nd day of July, 1998, by Patrick Falcon.



Deona R. Williams
Notary Public - State of Texas

AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF CRESTWOOD ACRES

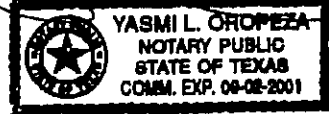
STATE OF TEXAS §
COUNTY OF HARRIS §

519-99-2800
529-22-1672

This instrument was acknowledged before me on the 16th day of July, 1998, by Diran A. Elsaifi.

[Handwritten Signature]
Notary Public - State of Texas

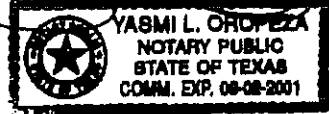
STATE OF TEXAS §
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 2nd day of July, 1998, by Joe J. Marsh.

[Handwritten Signature]
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 2nd day of July, 1998, by Anna Marsh.

[Handwritten Signature]
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §



This instrument was acknowledged before me on the _____ day of July, 1998, by Jerrold E. Landon.

Notary Public - State of Texas


529-22-1673

519-99-2887

STATE OF TEXAS
COUNTY OF HARRIS

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§
§

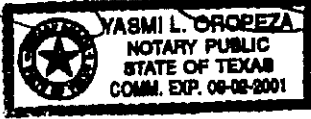
This instrument was acknowledged before me on the 3rd day of July, 1998, by Helen J. Landon.

[Signature]
Notary Public - State of Texas


STATE OF TEXAS
COUNTY OF HARRIS

§
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§

This instrument was acknowledged before me on the 3rd day of July, 1998, by James W. Murdaugh.

[Signature]
Notary Public - State of Texas


STATE OF TEXAS
COUNTY OF HARRIS

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§

This instrument was acknowledged before me on the ____ day of July, 1998, by

Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the ____ day of July, 1998, by

Notary Public - State of Texas

AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND AMENDED RESTRICTIONS OF CRESTWOOD ACRES

201-11-014

529-22-1674

519-99-2113

FILED
98 JUL 23 PM 2:28
Bonnie L. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

ALL INSTRUMENTS MUST BE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY TEXAS. THE COUNTY CLERK IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY INSTRUMENT FILED IN HIS OFFICE. THE COUNTY CLERK IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY INSTRUMENT FILED IN HIS OFFICE.

JUL 23 1998



Bonnie L. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

STATE OF TEXAS §
COUNTY OF HARRIS §

529-22-1675

This instrument was acknowledged before me on the 16th day of July, 1998, by Diran A. Elsaifi.

[Signature]
Notary Public - State of Texas

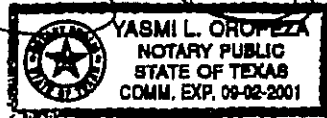
STATE OF TEXAS §
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 2nd day of July, 1998, by Joe L. Mareah.

[Signature]
Notary Public - State of Texas

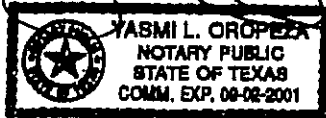
STATE OF TEXAS §
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 2nd day of July, 1998, by Anna Mareah.

[Signature]
Notary Public - State of Texas

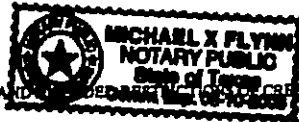
STATE OF TEXAS §
COUNTY OF HARRIS §



This instrument was acknowledged before me on the _____ day of July, 1998, by Jerrold E. Landon.

Oct 7, 1999

[Signature]
Notary Public - State of Texas



AMENDMENT OF: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THE CRESTWOOD ACRES

529-22-1676

FILED

1999 NOV 18 PM 2:56

Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PERSON WHOSE NAME APPEARS ON THIS INSTRUMENT OR ANY OF THE INSTRUMENTS OR
PROPERTY ACQUISITION RECORDS OR INSTRUMENTS ON FILE IN THIS OFFICE SHALL BE DEEMED TO HAVE BEEN
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public
Records on the date and at the time stamped herein by me; and was
also RECORDED, in the Official Public Records of Real Property of
Harris County, Texas.

NOV 18 1999



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS