

THE WOODS OF WIMBLEDON

**FIRST AMENDED AND RESTATED  
RESERVATIONS RESTRICTIONS AND COVENANTS**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

KNOW ALL MEN BY THESE PRESENTS

RECITALS

WHEREAS, On September 27, 1977, McCrory-Hallbeck Development Co., Inc., a Texas Corporation ~~with offices and principle places of business in Houston, Harris County Texas,~~ (hereinafter called "**McCrory-Hallbeck**"), being the owner of ~~that certain 39.929 acre tract of land out of the Benjamin page survey, abstract 618, which has heretofore been platted into that certain subdivision known as "the Woods of Wimbledon". (referred to herein as the "the Subdivision") according to the plat of said Subdivision recorded in the office of the County clerk of Harris County, Texas, on September 23rd 1977, after having been approved as provided by law and being recorded in volume to 57, page 95 of the map records of Harris County Texas, and~~ **(defined below)**, desiring to create an carry out a uniform plan and scheme for the improvement, development and sale of the property in ~~said "The Woods of Wimbledon" does hereby adopt, established, promulgate and impress the following the Subdivision adopted the those certain~~ reservations, restrictions and covenants which shall befiled in the Real Property Records of Harris County under Clerk's File Number F322093 (the "**Original Reservations, Restrictions and Covenants**")

WHEREAS, Article 1 Section 4 of the Original Reservations, Restrictions and Covenants provides for the duration of the Original Reservations, Restrictions and Covenants, together with terms for revision by the Members (**defined below**) requiring execution of an instrument amending or replacing the Original Reservations, Restrictions by a majority of the then Members :

WHEREAS, Members owning a majority of the Lots have granted their proxy to the Corporation (defined below) to execute and file these Amended and are hereby made applicable Restated Reservations, Restrictions and Covenants on their behalf to become effective on September 27, 2022, in accordance with Article I, Section 4 of the Original Reservations, Restrictions and Covenants (the "**Amended and Restated Reservations, Restrictions and Covenants**").

1.

General Provisions

1. Definitions For the purpose of these Reservations, Restrictions and Covenants, the following definitions apply:

"**Amended and Restated Reservations, Restrictions and Covenants**" has the meaning ascribed to it in the Recitals

"**Ancillary Residential Structures**" means a Structure on a Lot referred to in the Original Reservations, Restrictions and Covenants as "Servant's Quarters".

"**Board**" means the board of directors for the Corporation, as elected by the Members in accordance with the By-Laws.

**“Corporation”** means Woods of Wimbledon Civic Association, Inc, a Texas non-profit corporation

**“Committee”** means the architectural control committee.

**“Commercial Vehicle”** means a Vehicle used principally for commercial purposes including without limitation delivery vans, panel vehicles, and tractors, excluding standard automobiles and light duty pickups owned by Owners or their employers.

**“Covenants”** means the obligations of the Owners under the Amended and Restated Reservations, Restrictions and Covenants

**“Garage Structure”** private garage or other approved covered car parking facility approved by the committee.

**“Lots”** means each tract of land designated as a lot on the Plat.

**“Member”** or **“Owner”** means every record owner of a fee interest in a Lot.

**“Minimum Standards”** has the meaning given to it in Article II, Section 3.

**“Original Reservations, Restrictions and Covenants”** has the meaning set forth in the Recitals.

**“Plat”** means that certain plat of the Subdivision- recorded in the office of the County clerk of Harris County, Texas, on September 23, 1977, after having been approved as provided by law and being recorded in volume to 57, page 95 of the map records of Harris County Texas.

†

#### GENERAL PROVISIONS

**“Primary Residence”** means the main Residence on a Lot that is subject to restrictions as stated in Article III, Section 1.

**“Renting”** means granting the right to occupy and use a Residence or Structure in exchange for consideration.

**“Residence”** means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

**“Single Family”** means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

**“Structure”** means any improvement on a Lot (other than a Residence), including without limitation a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

**“Subdivision”** means that certain 39.929 acre tract of land out of the Benjamin Page Survey, Abstract 618, which has heretofore been platted into that certain subdivision known as “The Woods of Wimbledon” according to the Plat.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

#### Applicability

~~1. Each contract, deed or deed of trust which may hereafter be executed with respect to any property in the Subdivision shall be deemed an held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the reservations, restrictions and covenants herein set forth, regardless of whether or not any of such provisions are set forth and said contract, deed, or deed of trust, and whether or not referred to in any such instrument.~~

2. McCrory-Hallbeck imposed the Original Reservations, Restrictions and Covenants on the Subdivision in the Original Declaration. Article I, Section 4 of the Original Reservations, Restrictions and Covenants and provided for amendments to its terms by the execution of an amendment by the owners of a majority of lots in the Subdivision in person or by proxy. This document is intended to comply with such procedures and will become operative on September 27, 2022 unless otherwise required by law. By acceptance of their deeds, leases, or occupancy of any Lot, all Owners and other occupants of the Lots agree that the Subdivision is subject to the Covenants contained in the Original Reservations, Restrictions and Covenants, as amended and restated herein.

#### Dedication

2.3. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

#### Reservations

~~3.4.~~ a. The utility easements shown on the ~~recorded plat~~ Plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Harris County, Texas, as well ~~As~~ as for the benefit of ~~McCrory-Hallbeck and the property owner~~ Owners in the Subdivision to allow for the construction, repair, maintenance ~~an~~ and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service which ~~McCrory-Hallbeck~~ the Corporation may find necessary or proper.

b. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by McCrory-Hallbeck or the Corporation or public utility companies upon, under, along, across or through such public utility easements; ~~And;~~ and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to ~~McCrory-Hallbeck~~ the Corporation, its successors and assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service ~~Corporation~~ corporation or other party is hereby expressly reserved to ~~McCrory-Hallbeck~~ the Corporation.

d. ~~McCrory Hallbeck~~The Corporation reserves the right to make minor changes in ~~and~~ minor additions to such utility easements for the purpose of more efficiently serving ~~McCrory Hallbeck or any property therein~~ in the Subdivision;

e. Neither ~~McCrory Hallbeck~~nor the Corporation ~~nor~~ its successors or assigns using said utility easement shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of landowner situated on the land covered by said utility easements.

f. ~~McCrory Hallbeck~~reserves the right to construct one or more cul-de-sacs as follows:

~~cul-de-sacs in Carnaby Drive, Rose Cottage Drive,  
Marlebone Courts, Westerham Place, and Wightman Court~~

~~McCrory Hallbeck~~ furtherThe Corporation reserves the right to improve, landscape, alter, modify and eliminate such any or all cul de sacs ~~(or reinstall one or more of said cul-de-sacs~~ at anytime, and from time to time, hereafter.

#### Duration

4.5. The provisions here of, including the reservations, restrictions, and covenants herein set forth, shall run with the land and be binding upon ~~McCrory Hallbeck~~the Corporation, its successors and assigns, and all persons or parties claiming under it or them ~~for a period of thirty-five (35) years from the date here of, at which time all of such provisions shall be automatically extended~~ for successive periods of ten (10) years each, unless prior to the expiration of any such period of ~~thirty five (35) years or~~ ten (10) years, the then ~~owners~~Owners of a majority of ~~lots~~Lots in the Subdivision shall have executed and recorded an instrument changing the provisions here of, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, ~~whether such particular period be for the thirty five (35) years period or any successive ten (10) year period thereafter.~~

#### Enforcement

5.6. In the event of any violation or attempted violation of any of the provisions hereof, including any of the ~~Reservations, Restrictions or~~ Covenants herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violations an injunction, weather prohibitive in nature or mandatory in commanding compliance with such provisions; ~~And~~and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, a person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provision. It shall be lawful for ~~McCrory Hallbeck~~the Corporation or for any person, persons or association of persons owning or representing owners of property in the Subdivision or other sections or areas administered here under to prosecute

any proceedings at law or in equity against person or persons violating or attempting to violate any of such provisions.

#### Partial Invalidity

~~6-7.~~ 7-7. In the event any portion of the provisions hereof shall become or be held invalid whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provisions hereof which was not thereby held invalid; and such other provisions, including the ~~Restrictions, Reservations and~~ Covenants herein contained, shall remain in full force and effect, binding in accordance with their terms.

#### Effect of Violations on Mortgages

7-8. No violation of the provisions herein contained, or any portion thereof, shall affect the lien created by any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, holder of any such lien or beneficiary of any such deed of trust; And any such mortgage, loan, or deed of trust may, nevertheless, be enforced in accordance with its terms subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

## II.

### Architectural Control

#### Basic Rule

1. No building or other improvement of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof after original construction, on any property in the Subdivision until obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. If type of material and colors of the exterior are not included in the specifications originally submitted, the Committee shall have the continuing right for a period ending thirty (30) days after the completion of the application of the exterior colors and materials to require changes or alterations therein to comply with the provisions hereof. Approval shall be granted or withheld, or changes required as permitted in the foregoing sentence, based on matters of compliance with the provisions of this instrument and the Minimum Standards set pursuant to paragraph three of this ~~Section~~ Article II, harmony of external design with existing and proposed structures and locations with respect to topography and finish grade elevation.

#### Architectural Control Authority

2. a. ~~The authority to grant or withhold architectural control approval as referred to above is vested in Vernon Hallbeck and SE McCrory Jr., who shall constitute the original architectural control committee (herein referred to as the "Committee") for "The Woods of Wimbledon" and all other sections or areas administered here under pursuant to section 6 here of Anne shall serve until occurrence of the event specified in paragraph 2b below or until death, resignation, refusal or inability to serve a member. In the event of the death, resignation, refusal or inability of any member, the remaining members of the committee shall fill the vacancy by appointment for the unexpired term of the successor in office.—It is hereby acknowledged that no affiliate or representative of McCrory-Hallbeck remains on the Committee. The Committee shall be~~

~~comprised of between three (3) and five (5) members, all of whom must be Owners who reside in the Subdivision, selected by the Members as stated in Section 2.b. below.~~

~~b. Within six (6) months after the sales removal and/or replacement of all lots Committee members when so requested in writing by ten (10) or more Owners who are eligible to vote. Following either the Woods Committee's receipt of Wimbledon" and any other sections or areas to be administered hereunder pursuant to the Member's request for removal and replacement, or the necessity of a vacancy election as provided in Section VI hereof have been consummated and closed by McCrory Hallbeck the owners of lots on which a residence has been completed and occupied in "The Woods of Wimbledon" shall select the members of 2.c below, the Committee will give written notice of the time and place of such election to each Owner at a the last address of such owner known to the Committee or Corporation not less than five (5) days prior to the holding thereof. The meeting called by McCrory Hallbeck as provided below. All such members of the Committee so selected must be owners of the property shall take place in "The Woods of Wimbledon" or such other section or area being administered here under or near the Subdivision. Each lot owner on which a residence has been completed an occupied Owner shall be entitled to one vote for each whole lot or building site, Lot owned by that owner Owner. In the case of any building site composed of more than one whole lot, such building suite owner Owner on which a residence has been completed and occupied shall be entitled to one (1) vote for each whole lot contained within such building site.~~

~~McCrory Hallbeck shall be obligated to arrange for the election of the Committee members as required above within six (6) months after the sales of all lots in such sections an areas administered hereunder have been consummated and closed by McCrory Hallbeck, by giving written notice of the time and place of such election to each lot owner at the last address of such owner known to McCrory Hallbeck (which place of meeting shall be in or near the Subdivision) not less than five (5) days prior to the holding thereof.~~

~~Votes of lot owner shall be evidenced by written ballot furnished by McCrory Hallbeck or the Committee and the elected Committee shall maintain said ballots as a permanent record of such election for a period of not less than four years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.~~

~~The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.~~

~~The results of any such election and of any removal or replacement of any member of the Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged on behalf of McCrory Hallbeck or by a majority of ineligible property owners voting in such election.~~

~~After the first such election shall have been held thereafter the Committee shall be obligated to arrange for elections (in the manner an after notice as set forth above) for the removal and /or replacement of Committee members when so requested in writing by ten (10) or more lot owners who are eligible to vote pursuant to the foregoing provisions. Members of the Committee may,~~

~~at anytime, be relieved of their position and substitute members thereof designated by vote as set forth above.~~

c. Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending election as ~~hereinabove~~ provided for:

~~above.~~ If the Committee should fail or refuse to take any action here and provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the ~~board of directors of each of the joint ventures~~), ~~then the board of directors of each of the joint ventures, jointly,~~ Board), then the Board may validly perform such function.

d. The members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses ~~in-curd~~ incurred as may, from time to time, be authorized or approved by ~~McCrory Hallbeck, until the formation of the Corporation, and then the board of directors of the Corporation.~~ the Board. All such sums payable as compensation and/or reimbursement shall be payable only out of the ~~maintenance fund~~ Maintenance Fund hereinafter referred to.

#### Minimum Standards

3. The Committee shall adopt and publish detailed standards and specifications (referred to herein as "***Minimum Standards***") for residences and improvements related to such residences which shall be supplemental hereto in controlling and regulating the construction, maintenance and alteration of and additions to such residences and improvements related to such residences. Said Minimum Standards may be amended, supplemented, and revised from time to time by the Committee. Said Minimum Standards shall be furnished upon request to each party proposing to build, maintain, alter or add to a residence or improvement related to such residents in the Subdivision.

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#### Effect of Inaction

4. Approval or disapproval as to architectural control matters and compliance with Minimum Standards as set forth in the preceding provisions shall be in writing. In the event that the Committee fails to approve or disapprove in writing any plans and specifications an plat submitted to it in compliance with the preceding provisions within 15 days following such submission such approval will not be required and the construction of any such building and other improvements may be commenced and preceded within compliance with all of the other terms and provisions hereof.

#### Effect of Approval

5. The granting of the aforesaid approval shall constitute only an expression of the opinion of the Committee, that the terms and provisions here of shall be complied with if the building and /or the other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such

building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and or improvements are constructed in accordance with such plans and specifications and plat but, nevertheless, failed to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur liability by reason of the good faith exercise thereof.

III.

General Restrictions

1. No building shall be erected, altered or permitted to remain on any lot other than one detached ~~family residential dwelling~~ Single Family Residence not to exceed two stories in height and, a ~~private garage (or other approved covered car parking facility)~~ Garage Structure for not more than three automobiles, and other ~~bona fide servants quarters~~ Ancillary Residential Structures; provided, however, that the ~~servants quarters~~ Ancillary Residential Structures and garage structure shall not exceed the ~~main dwelling~~ Primary Residence in area, height or number of stories. The color, texture, type and quality of all exterior materials, including but not limited to brick, wood, roofing materials, plaster, paint and concrete, shall be approved by the Committee. Further, the design and location with respect to topography and finish grade elevation shall be subject to approval by the Committee. The foregoing provision shall be applicable to all structures when initially erected and all alterations, modifications and maintenance is thereof. No garage or car parking facility may be enclosed for a living or dwelling area and no car parking facility (including but not limited to an attached or detached carport-) may be erected or maintained without prior written consent of the Committee.

2. The living area of the ~~main residential structure~~ Primary Residence (exclusive of porch, whether opened or screened, garage or other car parking facility, terraces, patios, driveway, Structures and ~~servants quarters~~ Ancillary Residential Structures) shall be ~~not less than at least~~ two thousand two hundred (2200) square feet for either a one or two story dwelling. The exterior materials of the ~~main residential structure~~ Primary Residence (upper and lower levels) and any attached ~~garage (or other attached car parking facility approved by the Committee)~~ Garage Structure shall not be less than 51% masonry, unless approved by the Committee. ~~a~~ A detached ~~garage (or other detached car parking facility approved by the Committee)~~ Garage Structure may be made of wood.

3. A lot shall be deemed to "front " on the street parallel to the deepest building set back line applicable to such lot as shown on the ~~aforsaid plat~~ Plat. No building shall be located on any lot nearer to the frontline or nearer to the street ~~side lines~~ sideline than the minimum building set back line shown on the ~~recorded plat~~ Plat. No building shall be located on any nearer than five (5) feet to an interior side lot line, except that a detached ~~garage~~ Garage Structure or other permitted accessory building located sixty five (65) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior side lot line. For the purposes of this covenant, eave steps an unroofed terraces shall not be considered part of a building; provided, however, this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

No garage closer than 65 feet to the front property line of a lot shall face an open at less than a ninety (90) degree angle to such front property line. No garage which opens toward a side



street shall face an open at less than ninety (90) degree angle to such side street except as to garages on the following lots which may open toward the side street on which they are situated.

Lot	Block
9	1
10	1
26	1
9	2
10	2
26	2
1	3
1	4
12	4
13	4
24	4
25	4

driveways, sidewalks, or any other form of access, may not open onto, or face Middlesteadt or Strack Road from any of the following lots:

Lot	Block
1	1
17	1
18	1
19	1
1	2
17	2
18	2
19	2
13	3
58	4
59	4
60	4
61	4
62	4
63	4
64	4
65	4
66	4

4. Any ~~owner~~Owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case set back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building set back line of not less than the minimum frontage of lots in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than 8400 square feet in area (and this shall supersede any contrary provision in the Subdivision plat or replat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site

shall thereupon be regarded as a lot for all purposes here under, except, however, for purposes of voting for the Committee (as provided for under paragraph 2.b above) an owner shall be entitled to one vote for each whole lot within such owners building site. A dwelling may not be constructed upon a Lot with less street frontage than 75 feet, except a numbered lot shown on the Plat as having less street frontage than 75 feet.

~~5.~~ All lots in the Subdivision shall be used only for ~~single family~~ Single Family residential purposes. ~~No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial business or professional purpose nor for church purposes.~~

~~6.5.~~ No structure of a temporary character, tent, shack, barn, portable building or other outbuildings shall be placed upon or maintained on any lot at anytime unless they are totally hidden from view by the ~~garage or offense, except field offices, as hereinafter provided, may be established~~ Garage Structure.

~~Until McCrory Hallbeck and the builders to whom it sells or contracts to sell have sold all other lots in the Subdivision (and during the progress of construction of residences in the Subdivision). McCrory Hallbeck may permit temporary field offices for construction, sales and related purposes to be located and maintained by McCrory Hallbeck and (with McCrory Hallbeck's approval) said builders and/or their sales agents. the location of such field offices may be changed from time to time, as lots are sold. Such rights to maintain such field offices (or permit field offices to be maintained) shall cease when directed by McCrory Hallbeck and in any Case No later than the time at which all lots in the Subdivision in each other section or area being administered hereunder, except the lot upon which such field office is located, have been sold.~~

~~7.6.~~ No animals, livestock or poultry of any kind shall be raised, bred or kept on any ~~lot~~ Lot except ~~that dogs, cats or other~~ for common household pets ~~may be kept as; provided that, such household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance. No such dogs, cats, or other common household pets~~ No animals shall be permitted to roam or wander off of the lot Lot of the ~~owner~~ Owner of such animal without being on a leash ~~or~~ and under physical control of a person. ~~No owner of a lot shall be permitted to keep more than two of each species of household pets permitted here under.~~

~~8.7.~~ No wall, fence, planter, or hedge in excess of two (2) feet high shall be erected or maintained nearer to the frontline than the front building set back line nor on corner lots near to the side lot line than the building set back line parallel to the side street. No chain link or similar fences may be erected or maintained on any lot or boundary line. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and interior lot line (or located on or near the interior lot line ) shall be more than six feet high. ~~McCrory Hallbeck will cause~~ A brick fence 6 feet ~~in height to be~~ has been installed ~~and maintained~~ on the rear and side property lines adjacent and parallel to Middlesteadt or Strack Road of the following lots:

Lot	Block
1	1
17	1
18	1
19	1

1	2
17	2
18	2
19	2
13	3
58	4
59	4
60	4
61	4
62	4
63	4
64	4
65	4
66	4

(the "Perimeter Fence"). No other parallel fence shall be located near than 15 feet to said rear and side property line. The Corporation will be responsible for maintenance to and upkeep for the Perimeter Fence, and any related expense will be paid from the Maintenance Fund.

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

~~9. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to the Greenbelt, parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.~~

~~8. All lots shall be kept at all times~~The Owner or occupant of all Lots shall:

~~a. keep Lots~~ in a sanitary, helpful and attractive condition ~~and the owner or occupant of all lots shall at all times;~~

~~b. keep all weeds and grass there on Lots cut and shell in no event;~~

~~c. not use any lot~~Lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, ~~or;~~

~~d. not permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not or burn any garbage, trash or rubbish. All;~~

~~e. conceal all clotheslines, drying clothes, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as here in otherwise provided so as to conceal them~~ from the view of neighboring ~~lots~~Lots, streets or other property;

~~f. hide from view in a Garage Structure or other Structure approved by the Committee all boats, trailers, motor homes, trucks, recreational or business vehicles (other than automobiles), and Commercial Vehicles, and inoperable vehicles~~Vehicles

of any kind ~~are to be stored in a location no closer to the street than the front building set-back line;~~

~~a.g. not park Commercial Vehicles or in the case of a corner lot the side building line facing the street and shall be hidden from view by the garage or~~ ~~offense. Trucks or other commercial vehicles may not allow Commercial Vehicles to~~ be parked in driveways or on streets except temporarily while deliveries are being made to or work is being performed on a ~~lot~~ Lot or ~~lots~~ Lots;

~~h. not place or erect any sign, advertisement, billboard, or advertising structure of any kind other than normal for-sale sign not to exceed two feet by three feet and applicable to such Lot alone (any of the foregoing "Prohibited Signage") without the prior written consent of the Committee;~~

~~i. not remove or dig any dirt from any Lot except as necessary in conjunction with the landscaping of or construction on such Lot;~~

~~j. not remove or cut trees from any Lot without approval from the Committee;~~

~~k. not erect an aerial, pole, device or other Structure that projects more than five (5) feet above the highest ridge of the Primary Residence;~~

~~l. not use a Lot, including a Primary Residence or other Structure, for any commercial business, professional or church purposes;~~

~~m. not permit noxious or offensive activity of any sort or do anything on any lot which may be or become an annoyance or nuisance to the Owners;~~

~~n. not install any septic tanks or private water wells on any Lot; OR~~

~~o. Not rent a portion of a Primary Residence, Ancillary Residential Structure or other Structure for use as a dwelling.~~

~~10.9.~~ In the event of default on the part of the ~~owner~~ Owner or occupant of any lot in observing the ~~above requirements or any of the obligations contained in this Article III Section 8 or any Covenant,~~ such default continuing after ten (10) days of written notice thereon, the Committee ~~or the Board~~ may, without liability to the owner or occupant in trespass, ~~tort~~ or otherwise, enter upon (or authorize one or more others to enter upon) said ~~lot~~ Lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such prohibited vehicle, ~~Prohibited Signage,~~ garbage, trash, and rubbish or do any other thing necessary to secure compliance with these ~~restrictions~~ Covenants, so as to place said lot in a neat, attractive, helpful and sanitary condition, ~~and may charge the owner or occupant of.~~ ~~Following such~~ ~~curative performance,~~ the Owner will ~~be responsible~~ for the reasonable cost of such work and associated materials. The ~~Committee or the Board will deliver a statement of costs to the~~ the owner or occupant, as the case may be, ~~and said Owner or occupant~~ agrees by the purchase or occupation of the property to pay such statement immediately upon their seat thereof; however, the payment of such charge is not secured by any nature of lien on the property. ~~Alternatively, the Corporation may seek such other remedies as may be allowed them in law or equity.~~

~~11. — Before initial occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without prior approval of McCrory-~~

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Hallbeck; and any such approval which is granted by McCrory Hallbeck may be withdrawn at anytime by McCrory Hallbeck in which event, the party granted such permission shall, within the period designated by McCrory Hallbeck (which in no event shall be less than five days), thereupon removed the same. After initial residential occupancy of improvements on particular lots in the Subdivision, no signs, advertisement, billboard or advertising structure of any kind other than normal for sale sign (not exceeding two (2) feet by three (3) feet, and applicable to such lot alone) may be erected or maintained on such lot.

The Committee shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

12. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

13. No outside aerial, pole or other device shall project above the highest Ridge of the house by more than five feet.

14. No septic tanks or private water wells shall be permitted in the Subdivision.

#### IV

#### Maintenance Fund

1. ~~Each residential lot (or residential building site)~~Each Lot in the Subdivision, other than those owned by McCrory-Hallbeck, or those lots acquired by Medical Center bank (lienholder), ~~its~~their successors or assigns, shall be and is made subject to annual maintenance charge ~~of not more than fifteen (15) mils per square foot of lot area (or residential building site) thereof contained, unless increased~~in an amount set by the Corporation as provided for in Article V ~~hereby~~. McCrory Hallbeck shall in its sole discretion make contributions to the maintenance fund, or make expenditures for maintenance within the Subdivision, as it deems necessary or appropriate but no lots or other property owned by McCrory Hallbeck in the Subdivision shall be subject to an annual maintenance charge or any other assessment for maintenance pursuant to the provisions hereof.

2. The maintenance charge referred to shall be used to create a fund known as the "Maintenance Fund"; and each such maintenance charge shall be paid by the owner of each lot (or residential building site) annually, in advance, on or before January 10th of each year, ~~beginning January 10 1978~~.

3. The exact amount of each maintenance charge will be determined by ~~McCrory Hallbeck or~~ the Corporation during the month preceding the due date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by ~~McCrory Hallbeck or~~ the Corporation.

4. The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit of all owners in the Subdivision and any other sections or areas administered hereunder, so long as such sections or areas are subject to a similar maintenance

charge. The Maintenance Fund may be expended by ~~McCrory-Hallbeck or~~ the Corporation for any purposes which, in the judgment of ~~McCrory-Hallbeck or~~ the Corporation, will be most effective in maintaining the property values in the Subdivision and such other sections or areas, including; but not by way of limitation; the lighting, improving in maintaining the streets and roads in the Subdivision, and such other sections or areas; constructing sidewalks; collecting and disposing of garbage, ashes or other refuse; employing policeman and/or watchmen; caring for vacant lots and trees thereon; fogging or spraying for control of mosquitoes or other insects; and other areas; maintenance of parkways and esplanades providing or subsidizing fire service or protection; owning, providing or maintaining recreational facilities; providing for the enforcement of the provisions of this instrument, including the ~~aforsaid reservations restrictions and covenants;~~ Reasonable Covenants; reasonable compensation and reimbursement to members of the ~~board of directors of the Corporation (but not McCrory-Hallbeck and members of Board and~~ the Committee ~~with respect to services performed by such board and Committee members incident to their duties here under~~); for the maintenance, operation, repair, benefit and welfare of any club which might hereafter be established in the Subdivision or such other sections or area adjoining the Subdivision for residents of the Subdivision and others (and this provision shall not be interpreted to prohibit any club from charging fees, dues or other consideration for the privilege of using his facilities and obtaining the benefits of membership therein); and generally for doing any other thing necessary or desirable in the opinion of ~~McCrory-Hallbeck or~~ the Corporation to maintain or improve the Subdivision or such other section or areas administered hereunder. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of ~~McCrory-Hallbeck or~~ the Corporation with respect thereto shall be final, so long as made in good faith.

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5. In order to secure the payment of the maintenance charge hereby levied, a vendors' lien shall be and is hereby reserved in the deed ~~from McCrory-Hallbeck~~ to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceeding by ~~McCrory-Hallbeck or~~ the Corporation. Said lien may be subordinated by ~~McCrory-Hallbeck and~~ the Corporation (by written instrument) to the lien or liens an any lender who hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property; such instruments of subordination to be in such form as McCrory-Hallbeck may deem appropriate.

6. These provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or times here in above provided for in Article V, Section V-2 below or for effecting changes in the ~~restrictive covenants herein above set forth~~ Covenants.

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## V.

### Maintenance Corporation

1. McCrory-Hallbeck ~~may at anytime hereafter has delegated~~ and ~~shelvested all right, obligation and authority granted to it in any event upon these Amended and Restated Reservations, Restrictions and Covenants to the selection of the Committee pursuant to Section 2, 2.6 here of, cause a nonprofit Corporation (the "Maintenance Corporation") to be organized under the laws of the state of Texas for the purpose of exercising all or any of the duties and prerogatives of. As such, except as specifically stated herein,~~ McCrory-Hallbeck ~~hereunder (including the matters relating to the~~

~~maintenance charges and the maintenance fund). any such delegation of authority and duty shall serve to automatically release McCrory Hallbeck from~~ has no further right and liability with respect thereto ~~invest and invests~~ such duties and prerogatives in the ~~Maintenance Corporation—any.~~ Any such delegation shall be evidenced by an instrument placed of record in the deed records of Harris County, Texas, and joined in by McCrory-Hallbeck and the ~~Maintenance Corporation~~ but not, however, requiring the joinder of any other person in order to be fully binding, whether such person be an owner of property in the Subdivision, a lien Holder, mortgagee, deed of trust beneficiary or any other person.

Commented [WE1]: Have not been able to find this document.

2. At anytime from and after the date the Corporation commences to administer the Maintenance Fund, the limit of 15 mils per square foot of lot area contained in the Woods of Wimbledon here in above may be increased from time to time by an affirmative vote of a majority of the board of directors of the Maintenance Corporation, at a meeting held in accordance with the bylaws of the Corporation, when necessary to meet expenses borne by the Maintenance Fund. Any such increase shall be like an equal percentage increase as to each lot or area administered hereunder.

#### VI

##### Additional Sections or Areas

~~McCrory Hallbeck reserves the right but not the obligation from time to time to impose restrictions of any nature deemed desirable by McCrory Hallbeck (weather similar to the provisions here of an the reservations, restrictions and covenants set forth or not ) on other sections or areas of the lands of McCrory Hallbeck adjoining the Subdivision (as well as very an amend any such restrictions) and cause such restrictions and any maintenance fund provided for their end to be enforced and administered by the Committee and the Maintenance Corporation provided for herein by expressly providing in such restrictions for the enforcement and administration thereof hereunder. any such additional section or areas shall be considered as being administered here under for all purposes in this agreement.~~

##### Intentionally Omitted.

#### VII

##### Binding Effect

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected ~~(and McCrory Hallbeck)~~ and their respective heirs, executors, administrators, successors and assigns.

#### VII

##### Modifications

~~McCrory Hallbeck and the Committee~~ The Owners are hereby authorized to modify, amend, and supplement any of the terms, conditions and provisions of ~~the~~ these Amended and Restated Reservations, Restrictions and Covenants, as the same may have already been amended or modified, ~~by executing and~~ either by the procedure stated in Article 1, Section 4, or by filing for

record in the appropriate records of Harris County, Texas, a document containing such modifications, amendments or supplemental provisions- executed by two-thirds (2/3) of the Members or their proxies, provided that any proxy relied upon must be in writing and maintained as a record of the Corporation for a period of four (4) years following the filing date of the modification, amendment or supplement. Said modification, amendment or supplement shall be effective as of the date of the filing of record of such document.

[Remainder Left Intentionally Blank. Signatures to Follow.]