

MASON CREEK PARK, SECTION 1

RESTRICTIONS

135-81-0293

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That Gulf Coast Equities, hereinafter referred to as "Gulf Coast" or "Developer, being the owner, and Metropolitan National Bank, as the lienholder, of that certain 10.0 acres, more or less, out of the H.T. and B.R.R. Co. Survey, Abstract No. A-983, in Harris County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as Mason Creek Park, Section 1, according to the plat of said subdivision recorded in Volume 280, Page 125 of the Map Records of Harris County, Texas, and desiring to create and carry out a uniform plan for the improvement, development and sale of all residential lots in Mason Creek Park, Section 1, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the use, occupancy and conveyance of all residential lots in Mason Creek Park, Section 1, (described below) and each contract or deed which may be hereafter executed with regard to any lots in Mason Creek Park, Section 1, shall conclusively be held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants and easements, regardless of whether or not the said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed, such residential lots in Mason Creek Park, Section 1, being as follows:

- Block 1:                    Lots 1 through 18
- Block 2:                    Lots 1 through 18
- Block 3:                    Lots 1 through 4
- Block 4:                    Lots 1 through 4

1. LAND USE AND BUILDING TYPE

No building shall be erected, altered or permitted to remain on any lot other than one single family residential dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories, and which structure may be occupied only by a member of

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

the family occupying the main residence on the building site or by domestic servants employed on the premises.

2. ARCHITECTURAL CONTROL

No building or improvements of any character shall be erected or placed, or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee, consisting of Charles Landram, B. F. Perdue and Clayton F. Clark, or their successors or assigns, as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finished grade elevation. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. No member of the Committee, nor its representative shall be entitled to any compensation for services performed pursuant to this covenant, nor is any member of the Committee personally liable for any act relating to approval or disapproval of construction plans and specifications or the enforcement of any of these restrictions. In the event the Committee fails to approve or disapprove the plans and specifications submitted within thirty (30) days after the receipt of the required documents, approval shall not be required, and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in its judgement, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing, and when given, will become a part of these restrictions. The Architectural Control Committee hereby agrees to assign its rights to approve and disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Nottingham Country Community Improvement Association, Inc., when One Hundred (100%) percent of all the lots in Mason Creek Park, Section 1 are occupied by residents.

3. MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages or detached servants quarters, shall not be less than Sixteen Hundred (1600) square feet, for a one story house, nor less than Two Thousand (2000) square feet for a house of more than one story.

#### 4. LOCATION OF THE IMPROVEMENTS UPON THE LOT

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than five (5) feet to the rear lot line, nor nearer than three (3) feet to any side lot line, except that a three (3) foot side yard shall be required for garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. At the discretion of the Architectural Control Committee, garages may be constructed on the front building line (25 feet from the front lot line); however, in such instances the garages must not open toward the street or front lot line. All residential structures shall front on the street on which it has the smallest frontage. No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front or side building line of any corner lot on side facing street, and no chain link fences shall be erected on any properties whatsoever located in Mason Creek Park, Section 1. Any wall, fence or hedge erected as a protective screening on a lot by Developer or Builder shall pass ownership with title to the property, and it shall be owner's responsibility to maintain such protective screening thereafter.

#### 5. COMPOSITE BUILDING SITE

Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, Provided that no dwelling shall be erected or placed upon any building site containing less than Fifty-five Hundred (5500) square feet in area or having a width of less than forty (40) feet at the front building setback lines on the recorded plat of said subdivision unless approved by the Architectural Control Committee, or shown on the recorded plat.

#### 6. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and no structure shall be erected upon any of said easements. Neither Gulf Coast or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

7. PROHIBITION OF OFFENSIVE ACTIVITIES

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes except as herein referred to. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. Gulf Coast, or its assigns, may maintain as long as it owns property in Mason Creek Park, Section 1, in or upon such portions of the property as Gulf Coast determines, such facilities as in its sole discretion may be necessary or convenient, including, but not limited to, offices, storage areas and signs.

8. USE OF TEMPORARY STRUCTURES

Except as provided in paragraph 7, no structure of a temporary character, trailer, basement, tent, shack, barn, garage or other out-building shall be used on any lot at any time as a residence either temporarily or permanently, nor shall any used residence or other used structure be moved onto any building lot.

9. SIGNS

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. Gulf Coast, or its assignees, will have the right to remove any such sign exceeding the five square feet which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in connection therewith or arising with such removal.

10. STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently or permanently stored in the public street right of way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within garage or behind the fence which encloses the rear of the lot.

11. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas should be erected, maintained or permitted upon lot.

12. ANIMAL HUSBANDRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any

lot except that no more than two (2) dogs, house cats or other household pets may be kept provided that they shall not become a nuisance and are not kept, bred or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and concealed from public view.

14. VISUAL OBSTRUCTIONS AT THE INTERSECTION OF PUBLIC STREETS

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

15. LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days written notice thereof, Gulf Coast or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the costs of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

16. ROOFING MATERIAL

The roof of any building shall be constructed or covered with wood shingles or composition shingles (Timberline or equivalent grade of composition shingle). Color and type of composition shingles, if used, must be uniform throughout the subdivision, and such color and type must be approved by the Architectural Control Committee. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee.

17. MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot unless hidden from outside view, and no radio or television aerial wires or antennae shall be placed or maintained on the outside of any building nor shall any free standing antennae of any style be permitted. All radio or television aerial wires or antennae must be built within the main structure and not visible from outside of such structure.

18. MAINTENANCE FUND

Each lot shall be subject to an annual maintenance charge in an amount not to exceed Three Hundred and No/100 (\$300.00) Dollars per lot for the purpose of creating a fund to be known as Nottingham Country Community Improvement Association, Inc., and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge shall be payable annually to Nottingham Country Community Improvement Association, Inc., a non-profit corporation, in advance on January 1 of each year, commencing with the date of conveyance of such lot by Gulf Coast, its successors and assigns, and to secure the payment of such maintenance charge a vendor's lien is herein and hereby retained against the above described property in favor of Nottingham Country Community Improvement Association, Inc., its successors and assigns, to secure the full and final payment of such maintenance charge. However, the aforesaid vendor's lien is expressly subordinate and inferior to any first mortgage lien on any lot in the subdivision. All past due maintenance charge shall bear interest from its due date at 8% per annum until paid. Appropriate recitations with respect to maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and/or deed executed by Gulf Coast or its assignee, with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient (with priority given to maintenance of cul-de-sac islands, esplanades and all other esthetic features located within County right-of-way), toward the payment for maintenance or installation of streets, alleyways, paths, parkways, cul-de-sacs, esplanades, vacant lots, lighting,

fogging, employing of policemen and workmen, and any other things necessary or desirable in the opinion of Nottingham Country Community Improvement Association, Inc., to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgement of Nottingham Country Community Improvement Association, Inc., in the expenditure of said fund shall be final as long as said judgement is exercised in good faith. Such maintenance charge may be adjusted by Nottingham Country Community Improvement Association, Inc., from year to year as the needs of the property may, in its judgement, require, but in no event shall such maintenance fund exceed Three Hundred and No/100 (\$300.00) Dollars per lot per year. The maintenance charge shall remain effective until May 31, 1998, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either May 31, 2000, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to May 31, 2000, or at any time prior to the expiration of any successive ten (10) year period thereafter.

19. RIGHTS OF MORTGAGES

Any violation of any of these easements, agreements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

20. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Mason Creek Park, Section 1, and their heirs, executors, administrators, and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

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21. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions and which shall remain in full force and effect.

22. AMENDMENT TO THE ABOVE RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Gulf Coast, its successors or assigns, may within five (5) years from the date of this declaration, amend these covenants and restrictions when, in its opinion, such amendment will beneficially affect the overall plan of the development for the Subdivision. Any amendment must be recorded in the Office of the County Clerk of Harris County, Texas.

IN WITNESS WHEREOF, we have hereunto set our hands this the 20<sup>th</sup> day of MARCH, 1979.

ATTEST:

B.F. Perdue  
B. F. PERDUE

GULF COAST EQUITIES (OWNER)

By: Charles Landram  
Charles Landram, General Partner

ATTEST:

James Kelley  
JAMES KELLEY

MERTOPOLITIAN NATIONAL BANK

By: Robert Dodson  
Robert Dodson, Executive Vice President