



automobiles and Federal Highway Administration Class 1-3 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.

**“Primary Residence”** means the main Residence on a Lot that is subject to the Covenants 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.

2. Applicability. 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.

3. Dedication. 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.

4. Reservations.

a. The utility easements shown on the 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 for the benefit of the Owners in the Subdivision to allow for the construction, repair, maintenance 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 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 the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to 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 or other party is hereby expressly reserved to the Corporation.

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

e. Neither 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. The Corporation reserves the right to improve, landscape, alter, modify and eliminate any or all cul de sacs at anytime, and from time to time, hereafter.

5. Duration. The provisions here of, including the Covenants herein set forth, shall run with the land and be binding upon the Corporation, its successors and assigns, and all persons or parties claiming under it or them for successive periods of ten (10) years each, unless prior to the expiration of any such period of ten (10) years, the then Owners of a majority of 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.

6. Enforcement. In the event of any violation or attempted violation of any of the provisions hereof, including any of the 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 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 the Corporation or for any Owners of representatives of the Owners in the Subdivision to prosecute any proceedings at law or in equity against person or persons violating or attempting to violate any of such provisions.

7. Partial Invalidity. 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 Covenants herein contained, shall remain in full force and effect, binding in accordance with their terms.

8. Effect of Violations on Mortgages. 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, lean, or deed of trust may, nevertheless, be enforced in accordance with its terms subject, nevertheless, to the provisions herein contained, including said Covenants.

## II.

### Architectural Control

1. Basic Rule. 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 Article II, harmony of external design with existing and proposed structures and locations with respect to topography and finish grade elevation.

2. Architectural Control Authority

a. 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. The Committee shall be obligated to arrange for elections and the removal and/or replacement of Committee members when so requested in writing by ten (10) or more Owners who are eligible to vote. Following either the Committee's receipt of the Member's request for removal and replacement, or the necessity of a vacancy election as

provided in Section 2.c below, the Committee will give written notice of the time and place of such election to each Owner at 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 shall take place in or near the Subdivision. Each Owner shall be entitled to one vote for each Lot owned by Owner. In the case of any building site composed of more than one whole lot, such 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. 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.

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 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), 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 incurred as may, from time to time, be authorized or approved by the Board. All such sums payable as compensation and/or reimbursement shall be payable only out of the Maintenance Fund hereinafter referred to.

3. Minimum Standards. 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.

4. Effect of Inaction. 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 a 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.

5. Effect of Approval. 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 Single Family Residence not to exceed two stories in height, a Garage Structure for not more than three automobiles, and other Ancillary Residential Structures; provided, however, that the Ancillary Residential Structures and garage structure shall not exceed the 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 or any portion thereof 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 Primary Residence (exclusive of porch, whether opened or screened, garage or other car parking facility, terraces, patios, driveway, Structures and Ancillary Residential Structures) shall be at least two thousand two hundred (2200) square feet for either a one or two-story dwelling. The exterior materials of the Primary Residence (upper and lower levels) and any attached Garage Structure shall not be less than 51% masonry, unless approved by the Committee. A detached 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 Plat. No building shall be located on any lot nearer to the frontline or nearer to the street sideline than the minimum building set back line shown on the Plat. No building shall be located on any nearer then five (5) feet to an interior side lot line, except that a detached 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 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 residential purposes. 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, when viewing the Lot from the street at the front of the home.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except for common household pets; provided that, such household pets are not kept, bred or maintained for commercial purposes and do not constitute a nuisance. No animals shall be permitted to roam or wander off of the Lot of the Owner of such animal without being on a leash and under physical control of a person.

7. No wall, fence, planter, or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front line 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. A brick fence 6 feet has been installed 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.

8. The Owner or occupant of all Lots shall:
  - a. keep Lots in a sanitary attractive condition at all times;
  - b. keep all weeds and grass on Lots cut;
  - c. not use any Lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted;
  - d. not permit the accumulation of garbage, trash or rubbish of any kind thereon or burn any garbage, trash or rubbish;
  - e. conceal all clotheslines, drying clothes, yard equipment or storage piles from the view of neighboring 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 Commercial Vehicles, and inoperable Vehicles of any kind;
  - g. not park Commercial Vehicles or 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 or 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 down 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.

9. In the event of default on the part of the Owner or occupant of any lot in observing 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, 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 Covenants, so as to place said lot in a neat, attractive and sanitary condition. 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 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.

#### **IV.**

#### **Maintenance Fund**

1. Each Lot in the Subdivision, other than those owned by McCrory-Hallbeck, or those lots acquired by Medical Center bank (lienholder), their successors or assigns, shall be and is made subject to annual maintenance charge in an amount set by the Corporation as provided for in Article V.

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.

3. The exact amount of each maintenance charge will be determined by 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 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 the Corporation for any purposes which, in the judgment of 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 Covenants; reasonable compensation and reimbursement to members of the Board and the Committee; 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 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 the Corporation with respect thereto shall be final, so long as made in good faith.

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 to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceeding by the Corporation. Said lien may be subordinated by 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 2 below or for effecting changes in the Covenants.

## **V.**

### **Maintenance Corporation**

1. McCrory-Hallbeck has delegated and vested all right, obligation and authority granted to it in these Amended and Restated Reservations, Restrictions and Covenants to the Corporation. As such, except as specifically stated herein, McCrory-Hallbeck has no further right and liability with respect thereto and invests such duties and prerogatives in the Corporation who shall have the right to enforce these Covenants in the best interest of the Subdivision, as determined in their sole discretion. 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 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.

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 hereinabove may be increased from time to time by an affirmative vote of a majority of the board of directors of the 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**

### **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 their respective heirs, executors, administrators, successors and assigns.

## VIII

### Modifications

The Owners are hereby authorized to modify, amend, and supplement any of the terms, conditions and provisions of these Amended and Restated Reservations, Restrictions and Covenants, as the same may have already been amended or modified, 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.]