

EXHIBIT A
TO
RESTRICTION RENEWAL
ORMOND PLACE,
AN ADDITION TO THE CITY OF HOUSTON,
HARRIS COUNTY, TEXAS

122-92-1286

(1) These restrictions, covenants and liens shall be binding and individually irrevocable, as to the parties executing any counter-part hereof, immediately upon such execution, but shall be effective as at the date specified in the instrument to which this Exhibit A is attached and shall continue in full force and effect thereafter until December 31, 1992, upon which date these restrictions, covenants and liens will expire if, but only if, on or within sixty (60) days prior to December 31, 1992, that number of the then Owners who then own legal, fee simple title (as shown by the Official Public Records of Real Property of Harris County, Texas) to at least eighty percent (80%) of the lands (computed on a square foot basis) in the Subdivision execute and file for record in the Official Public Records of Real Property of Harris County, Texas, a written instrument affirmatively declaring that these restrictions, covenants and liens shall terminate as at midnight, December 31, 1992. If no such written instrument is timely executed and filed for record, as aforesaid, then these restrictions, covenants and liens shall automatically be extended and renewed for successive periods of ten (10) years each, until terminated by the number of the then Owners and in the manner prescribed above, such termination to be effective at midnight of the last day of the ten-year period during which the requisite written instrument is so filed for record.

(2) All lands, buildings and improvements in the Subdivision shall be used and occupied for residence purposes only. As used herein, the term "residence purposes" shall mean use as a private, permanent, primary family residence and shall specifically exclude hospital, church, commercial, business and professional uses.

(3) As used hereinafter, the following terms shall have the respective meanings set forth after them below, unless the context otherwise requires, to wit:

(a) Lot - any of the lots of land designated with an Arabic number on the map or plat of the Subdivision recorded in Volume 6, Page 43, of the Map Records of Harris County, Texas.

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(b) Building Site - contiguous parts of two or more Lots abutting the same street (provided that the street is South Boulevard, North Boulevard, Bartsch (now known as Milford) Avenue, or Banks Avenue) in the same block of the Subdivision; provided, always, that the aggregate distance of the boundary line of a Building Site shall never be less than the distance of the boundary line of that Lot in such block which has the shortest boundary line abutting such street.

(c) Townhouse Lot - any lot which has a boundary line that abuts Bissonnet Avenue; also, any portion of Lots Ten (10) and Eleven (11), both in Block Ten (10), of the Subdivision and also any portion of any such Lot which has a boundary line that abuts Bissonnet Avenue (regardless of whether the portion thereof has a boundary line that abuts said Bissonnet Avenue), provided, that in each case such portion has been platted, the plat thereof is approved by the requisite subdivision control authorities (including, without limitation, the City of Houston Planning Commission, or its successors) having jurisdiction and such approved plat is recorded in the Real Property Records of Harris County, Texas.

(d) Townhouse - a private, permanent, single family dwelling, at least one, but not more than two, of the exterior walls of which are constructed on or abutting the boundary line (other than a boundary line which abuts a street or a boundary line which abuts a Lot which is described in Paragraphs "4" or "5" below) of the Townhouse Lot upon which it is constructed; provided that all such exterior walls are "fire walls", constructed in accordance with all applicable fire and safety rules, codes, regulations, ordinances and statutes and with the then approved standards, if any, set by the Civic Club.

(e) Floor Area - the aggregate floor surface area, fully enclosed by exterior walls of a building, computed from the faces of the exterior walls enclosing such area, but excluding roofed and unroofed porches, terraces, garages, garage apartments, carports, galleries, porte cocheres and other outbuildings; provided that, when used with reference to a particular level or story of a building, Floor Area shall be the floor surface area of such level or story only.

(f) Civic Club - Ormond Place Civic Club, a Texas nonprofit corporation, its successors and assigns.

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(4) Any Lot or Building Site abutting South Boulevard, North Boulevard or Bartsch (Milford) Avenue (except Lot One (1) and the adjoining west twelve and one-half feet (12-1/2') of Lot Two (2), both in Block Three (3) of the Subdivision) shall have only one (1) single-family residence building constructed or reconstructed thereon and such one single-family residence shall be a two-story structure, the upper surface of the foundation of the lower story of which shall not be located more than three feet (3') above nor two feet (2') below ground level.

(5) Any lot or Building Site abutting Banks Avenue (except Lots Ten (10) and Eleven (11), both in Block Ten (10), of the Subdivision) shall be improved either (i) only in the same manner described in Paragraph 4 above, or (ii) only with not more than (a) one private, permanent, primary family residence dwelling which does not, in the aggregate, house more than two (2) families and (b) one detached garage apartment family residence dwelling of a private, permanent and primary nature, which houses not more than one family or one single person.

(6) Until platted into more than one Townhouse Lot in accordance with the other terms herein, any Lot or Building Site which abuts Bissonnett Avenue shall be improved either (i) only in the same manner as the Lots and Building Sites described in Paragraph 4 above (provided that the one single-family residence may be either a one- or two-story structure), or (ii) only with one (1) Townhouse. Any Townhouse Lot which is formed out of the portions of one or more Lots shall be improved only with one (1) Townhouse.

(7) After a Lot or Building Site which abuts Bissonnet Avenue has been platted into more than one Townhouse Lot in accordance with the other terms herein, each Townhouse Lot so formed shall be improved only with one (1) Townhouse. No Townhouse, including any galleries, porches, porte cocheres, steps, projections and other parts thereof, shall ever be erected closer than twenty-five (25') to the right-of-way line of Bissonnet Avenue. The title (legal and equitable) to each Townhouse shall remain appurtenant to and shall never be separated

or severed from the title (legal and equitable) to the Townhouse Lot upon which such particular Townhouse is situated. No condominium regime (whether under Article 1301a, Texas Revised Civil Statutes, or otherwise) or co-operative association shall ever embrace, encompass, cover or include any Townhouse or Townhouse Lote Lot in the Subdivision. No entrance way, passage way or other opening shall be erected, maintained or allowed to exist between two or more Townhouses. All Townhouses hereafter constructed, erected or maintained shall be at least two (2) storeies or levels, but shall never exceed three (3) stories or levels, in height, including in each instance the ground level. All Townhouses hereafter erected shall contain at least that number of square foot of Floor Area within each of the above ground levels which is equal to fifty percent (50%) of the Floor Area within the ground level or first story thereof.

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(8) Lot One (1) and the west twelve and one-half feet (12-1/2') of Lot Two (2), both in Block Three (3), of the Subdivision shall be improved only in the same manner as the Lots and Building Sites described in Paragraph 5 above.

(9) Lots Ten (10) and Eleven (11), both in Block Ten (10), of the Subdivision shall be improved either (i) only in the same manner as the Lots and Building Sites described in Paragraph 5 above, or (ii) only in the same manner as the Lots and Buildings Sites described in Paragraph 6 above, or(iii) if and only if both said Lots Ten and Eleven are constituted as one Building Site, only with one permanent, private, primary residence apartment house, consisting of not more than two levels or stories in height, the lowest level being on or within three feet (3') above ground level, and which does not house in excess of six (6) family units.

(10) The exterior wall surfaces of all dwellings hereafter erected, reconstructed, or reconstituted on a Lot, a Building Site, or a Townhouse Lot shall be of at least fifty-one percent (51%) masonry construction, and, in the case of Townhouses which are erected or constructed on or within five feet (5') of any boundary line of the Townhouse Lot upon which such Townhouse is situated, the exterior walls of such Townhouse which are so situated shall be one hundred percent (100%) masonry construction. No residence dwelling or other improvements, including, without limitation, the galleries, porches, porte cocheres, steps, projections and every other permanent part of such dwellings, shall hereafter be erected or maintained upon any Lot or Building Site closer than twenty-five feet (25') to the boundary line of such Lot or Building Site abutting Bissonnet Avenue, South Boulevard, North Boulevard, Bartsch (Milford) Avenue, Banks Avenue, or Woodhead Street, nor (except as to Townhouses and fences) closer than five feet (5') to any other boundary line of such Lot or Building Site.

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(11) No cattle, horses, hogs, rabbits, poultry or other livestock shall ever be staked or pastured or shall ever be kept or maintained upon any Lot, except for dogs, cats and other bona fide household pets; provided, however, that notwithstanding the foregoing, no raising, breeding, training or dealing in dogs, cats, or other animals shall ever be permitted on or from any Lot for commercial purposes.

(12) No noxious, unhealthful, unsanitary or other offensive activities shall ever be carried on or permitted to exist upon any Lot, nor shall anything be done or permitted to be done upon any Lot which may be or become an unreasonable annoyance or nuisance to the Owners of other Lots in the Subdivision. No trash, ashes, rubbish, garbage or any other refuse shall ever be thrown, dumped, maintained or otherwise allowed to exist upon any Lot, except for such reasonable periods of time, not to exceed seven (7) days, pending proper removal or disposal thereof and all such waste prior to such proper removal or disposal shall be kept in sanitary containers.

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in a clean, healthful, sightly and wholesome condition, and all grass, weeds and vegetation situated upon each Lot shall be mowed and trimmed at regular intervals and shall be kept so as to maintain all the same in a neat and attractive manner. If, after the giving of at least ten (10) days' prior written notice to an owner of any Lot (which notice shall be by registered or certified mail, return receipt requested, and properly addressed to the last known address of said owner), such owner of said Lot shall fail to cause such grass, weeds or vegetation growing on said Lot to be maintained in a reasonably mowed and maintained manner, the Civic Club, at its option, may, from time to time, have such grass, weed, or vegetation mowed or trimmed or otherwise put in a reasonably maintained condition. All sums expended by the Civic Club pursuant to this Paragraph 13 shall be due and payable by the owner of such Lot on demand and shall be secured by the express lien hereinafter imposed.

(14) All service yards, wood piles and storage piles shall be walled in or kept screened by adequate solid fencing or walls in such manner as to conceal the same from view by adjacent owners of Lots in the Subdivision. No structure of a temporary character, basement, tent, shack, trailer (whether affixed to the realty or not), camper, garage or other outbuilding shall ever be used as a permanent or temporary residence or dwelling.

(15) No signs, billboards, posters or advertising devices of any character (except for one single "For Sale" or "For Rent" sign not to exceed three feet (3') by five feet (5') in size) shall ever be erected or maintained or allowed to exist upon any Lot.

(16) No oil, gas or other mineral or water exploration or development operations, including, without limitation, seismographic exploration, drilling, refining, mining, quarrying, tunneling, excavation, tank or pipeline construction or erection or any other similar activity or activities connected with such exploration or development, shall ever be conducted or carried on upon any Lot in the Subdivision.

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(17) For the purpose of creating a fund out of which to expend sums determined by the Civic Club, from time to time, to be necessary in order to maintain the property values in the Subdivision, including, without limitation, providing watchmen, trash pick-up, caring for vacant Lots and trees thereon, fogging or spraying for the control of mosquitoes and other insects, and for doing such other things as are deemed necessary or desirable by the Civic Club, all Lots in the Subdivision are hereby subjected to an annual maintenance charge, at a rate to be established from time to time by the Civic Club, in accordance with the bylaws thereof. Unless and until the Civic Club shall, by appropriate resolution, change the same, the amount of such annual maintenance charge shall be the sum of Ten and No/100 Dollars (\$10.00) per year per Lot and such annual maintenance charge shall be due and payable by the owner or owners of each Lot in advance on or before January 1 of each calendar year.

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(18) Said annual maintenance charges hereby imposed, together with interest at the rate of ten percent (10%) per annum from the date the same are due and payable until paid and all collection expenses and attorney's fees incurred in connection therewith, shall be secured by express liens which are hereby expressly created and imposed upon each and every Lot in the Subdivision, and every conveyance of all or any of the Lots hereafter made shall be made subject to such express lien. All said annual maintenance charges and other sums imposed herein, together with the express liens securing same, are hereby transferred and assigned to the Civic Club, its successors and assigns. The Civic Club shall have the power and authority to enforce collection of, collect, hold, administer and expend any and all moneys, paid or to be paid pursuant hereto, and to carry out the purposes hereof. The express liens created and imposed herein as security for the payment of said annual maintenance charges shall be enforceable by the Civic Club, its successors and assigns, through appropriate legal

proceedings, in the manner prescribed by law. Purchase money liens and mechanics' and materialmen's liens placed upon any Lot for the purpose of constructing a residence or ther buildings or improvements thereon or thereto and recorded in accordance with the laws of the State of Texas, shall be, from the date of the recordation of the instruments evidencing such liens, superior to any and all express liens for which are herein provided as security for the payment of the annual maintenance charges herein imposed. The Civic Club may, if requested, execute instruments to evidence the subordination thereof provided for herein to such purchase money liens or mechanics' and materialmen's liens. The Civic Club, at its option, by appropriate written instrument recorded in accordance with the laws of the State of Texas, may subordinate any and all express liens for which are herein provided as security for the payment of said annual maintenance charges to any other mortgage or deed of trust liens and/or other encumbrances.

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(19) The restrictions, covenants and liens set out and imposed in this instrument shall be binding upon and inure to the benefit of each and every owner of one or more Lots or portion thereof in the Subdivision and also to the Civic Club, its successors and assigns, and any one of said beneficiaries shall have the right to enforce such restrictions, covenants and liens, using whatever legal methods deemed advisable, including, without limitation, injunctive relief. Further, all subsequent purchases and grantees of each Lot or portion thereof, by acceptance of a deed or other conveyance conveying title thereto, shall accept such title upon and subject to each and all the restrictions, covenants and liens herein set forth, as well as the rights and powers of the Civic Club, and by such acceptance shall, for themselves, their respective heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Civic Club and to and with the Owners and subsequent grantees of each and every other Lot in the Subdivision to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens, all as set forth herin.

(20) All breaches of the restrictions and covenants contained, if continued for a period in excess of thirty (30) days from the date that the Civic Club or any other Owner or Owners shall have notified in writing the Owner or resident in possession of the Lot upon which or as to which such breach has been committed, to refrain from the continuance of such action and to correct such breach, shall warrant the Civic Club or any Owner of a Lot or portion thereof, to apply to a court of law or equity having jurisdiction thereof for an injunction or other appropriate or proper relief, and if such relief be granted by said court all reasonable expenses in prosecuting such suit, including a reasonable attorney's fee, shall be reimbursed by the Owner of the Lot against whom such suit was so prosecuted.

(21) Notwithstanding anything in this instrument to the contrary, no violation of the restrictions and covenants set forth herein or foreclosure of the express liens created herein shall in any way defeat or render invalid the lien of any deed of trust or mortgage made in good faith for value as to any Lot or portion thereof, but such restrictions, covenants and express liens shall be enforceable against and apply to all or any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure and all remedies herein set forth shall be available and enforceable for any violation of the restrictions, covenants or express liens herein contained, occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

(22) The various rights and remedies of the Civic Club and the Owners of the Lots, as set out herein, are and shall be cumulative of and in addition to each other and those provided by law or equity. All of such remedies may be used, relied upon, resorted to and enforced without in any way affecting the ability of the Civic Club or said Owners or Owners of a Lot or Lots or portion thereof to use, rely upon, resort to and enforce the others, or any of them.

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(23) All (but not less than all) the restrictions, covenants and liens imposed and created in this instrument may be vacated and abandoned by, and shall be deemed to have been vacated and abandoned only upon, the recordation of an instrument in writing setting forth such vacation and abandonment and executed by the then record owner or owners (as shown by the Official Public Records of Real Property of Harris County, Texas, at the time of the filing of such instrument) of at least eighty percent (80%) of the real property situated in the Subdivision (computed upon a square foot basis). Provided that the same does not materially impair the common plan and scheme set out and described herein, any one or more of the restrictions, covenants and liens herein created and imposed may be annulled,, amended or modified at any time by, but shall have been deemed to have been annulled, amended or modified only upon the recordation of an instrument in writing setting forth such annulment, amendment or modification and executed by the then record owner or owners (as shown by the Official Public Records of Real Property of Harris County, Texas, at the time of the filing of such instrument) of at least eighty percent (80%) of the real property situated in the Subdivision (computed upon a square foot basis). Any such annulment, amendment or modification hereto shall be effective on and after the date specified in the instrument so recorded in the Official Public Records of Real Property of Harris County, Texas, setting forth such annulment, amendment or modification.

(24) No delay or omission on the part of the Civic Club or the owner of any Lot or portion thereof in exercising or enforcing any lien, right, power or remedy herein provided for in the event of any breach of any of the restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the

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Owners or the Civic Club for or on account of its and their failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herin restrictions and covenants and liens which may be adjudicated an unenforceable.

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