

6 227272

138-83-0913

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT, WHEREAS by that certain instrument designated as Declaration of Covenants, Conditions and Restrictions, executed by Eden Corporation, a Texas Corporation, hereinafter referred to as Eden, on June 21, 1977 and recorded in the Office of Harris County Clerk under File No. F197397, Deed Records of Harris County, Texas those certain tracts and parcels therein described and referred to as:

All the lots in Kenswick, Section I, Subdivision, Harris County, Texas, according to the Map or Plat thereof recorded in Volume 252, Page 1, in the Map Records of Harris County, Texas:

Lots One (1) through Thirty-Seven (37), inclusive, Block One (1);
 Lots One (1) through Twenty (20), inclusive, Block Two (2);
 Lots One (1) through Twenty-Five (25), inclusive, Block Three (3);
 Lots One (1) through Eleven (11), inclusive, Block Four (4);
 Lots One (1) through Twenty-two (22), inclusive, Block Five (5);
 Lots One (1) through Thirty-One (31), inclusive, Block Six (6);
 Lots One (1) through Sixty-Nine (69), inclusive, Block Seven (7).

THAT, WHEREAS by that certain instrument designated as Annexation Agreement executed by Eden Corporation and Kenswick Homeowners' Association, both Texas corporations, dated November 22, 1978, and recorded in the Office of Harris County, Texas, those certain tracts and parcels therein described and referred to as:

All Lots in Kenswick, Section 2, Subdivision, Harris County, Texas, according to the map or Plat thereof recorded in Volume 275, Page 135, in the Map Records of Harris County, Texas:

Lots One (1) through Seventeen (17), inclusive, Block One (1);
 Lots One (1) through Seventeen (17), inclusive, Block Two (2);
 Lots One (1) through Six (6), inclusive, Block Three (3);
 Lots One (1) through Fifty-eight (58), inclusive, Block Four (4);
 Lots One (1) through Sixty-six (66), inclusive, Block Five (5);
 Lots One (1) through Forty-one (41), inclusive, Block Six (6);
 Lots One (1) through Forty-six (46), inclusive, Block Seven (7);
 Lots One (1) through Sixteen (16), inclusive, Block Eight (8);
 Lots One (1) through Forty-one (41), inclusive, Block Nine (9);
 Lots One (1) through Forty-two (42), inclusive, Block Ten (10);
 Lots One (1) through Thirty (30), inclusive, Block Eleven (11);
 Lots One (1) through Forty-four (44) inclusive, Block Twelve (12);
 Lots One (1) through Sixty (60), inclusive, Block Thirteen (13);
 Lots One (1) through Twenty-five (25), inclusive, Block Fourteen (14).

WHEREAS, Article III, Section 8, provides:

Section 8. Storage of automobiles, boats, trailers, and other vehicles. No truck, trailer, boat, automobile, campers or other vehicles shall be stored, parked, or kept on any driveway or in

the street in front of the Lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day not to exceed forty-eight (48) hours in duration; provided, however, that nothing herein contained shall be construed to prohibit the storgae of any unused vehicle in the carport or garage permitted on any Lot covered hereby.

and further,

WHEREAS, Article III, Section 10 provides:

Section 10. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each Lot.

and further,

WHEREAS, Article III, Section 15, provides:

Section 15. Maximum height of antennae. No radio or television aerial wires or antennae shall be maintained on any portion of any Lot forward of the front building line of said Lot; nor shall any free antennae of any style be permitted to extend above the roof of the main residential structure on said Lot.

WHEREAS, it is the desire of the Kenswick Homeowners' Association and Eden Corporation, to amend the said Article III, Sections 8, 10 and 15, by execution of this Amendment, which Amendment will be controlling where inconsistent with such Declaration of Covenants, Conditions and Restrictions dated June 21, 1977.

NOW THEREFORE, the Kenswick Homeowners' Association and Eden Corporation, jointly, hereby adopts, establishes, and imposes upon those above described lots and declares the following reservations, restrictions, covenants, and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and which shall supercede and be controlling over any previously executed and recorded, restrictions, covenants, and conditions:

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Article III, Section 8. Storage of Automobiles, Boats, Trailers and Other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches in height, or seven feet six inches in width or twenty-one feet in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Article III, Section 10. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each Lot. If common household pets are kept, such pets must be restrained and confined on the homeowner's back lot inside a fenced area or within the designated property lines of the lot. It is the pet owner's responsibility to keep the lot clean and free of pet debris. Pets must be on leash when away from Lot.

Article III, Section 15. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot forward of the front building line of said Lot,

nor shall any antenna of any style be permitted to extend above the roof of the main residential structure on said Lot. No antenna or wires shall be visible from the street which runs in front of said Lot.

Executed this 30th of August, 1979.

GENERAL HOMES CONSOLIDATED COMPANIES, INC., 2^d
dba EDEN CORPORATION

By: S. H. Yager
S. H. Yager, Vice President

Attest:

By: Mary B. Pevatte
Mary B. Pevatte
Assistant Secretary

KENSWICK HOMEOWNERS' ASSOCIATION

By: Tom Hunt
Tom Hunt, President

Attest:

By: Christine Keller
Christine Keller, Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared S. H. YAGER, Vice President of General Homes Consolidated Companies, Inc., dba Eden Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of August, 1979.



Gail Estes
Gail Estes, Notary Public
in and for Harris County, Texas

My Commission expires August 3, 1981.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared TOM HUNT, President of Kenswick Homeowners' Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of August, 1979.



Gail Estes
Gail Estes, Notary Public
in and for Harris County, Texas

My Commission expires August 3, 1981.

Return to:
Eden Corporation
7111 Harwin Drive, Suite 200
Houston, Texas 77036

STATE OF TEXAS }
COUNTY OF HARRIS }

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

SEP 6 1979



Quinta Lohmeier
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Quinta Lohmeier
COUNTY CLERK
HARRIS COUNTY, TEXAS

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FILED