

**MacGregor West Civic  
Association, INC.**

**Harris County, Texas**

**Deed Restrictions, Covenants, and Conditions**

NOW THEREFORE, know all men by these presents that all of the Lots in MacGregor West, of Harris County, Texas, shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the described properties, which shall run with the real property, and which shall bind all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

1.1 “Association” shall mean and refer to MacGregor West Civic Association, Inc., a nonprofit corporation created under the laws of the State of Texas. Membership in the Association shall be regulated according to the Articles of Incorporation, Bylaws and other governing documents of the corporation.

1.2 “Declaration” shall mean and refer to this Declaration of Amended Covenants, Conditions and Restrictions for MacGregor West Subdivision.

1.3 “Deed Restrictions” shall mean and refer to the restrictions, covenants and conditions contained herein.

1.4 “Lot” shall mean and refer to any numbered lot as per the Subdivision maps or plats of the Subdivision referred to above.

1.5 “Occupant” shall mean and refer to those presently residing and occupying the residence on a Lot.

1.6 “Owner,” shall mean and refer to the record owner (whether one or more persons or entities) of a fee simple title to the surface estate in any Lot that is a part of the Subdivision and that is subject to these Deed Restrictions but excluding those having such interest merely as security for the performance of an obligation. The term “Owner” shall include all parties and persons (i) claiming under or through Southern Investors Construction Co., Inc. and previously subject to the Southern Investors Restrictions, (ii) claiming under or through Manorwood, Inc. and previously subject to the Manorwood Restrictions, (iii) owning property in MacGregor West and which voluntarily subject their property to such Deed Restrictions by recording an appropriate instrument in the Deed Records of Harris County, or (iv) claiming under or through any party or person described in (iii),

above. An Owner may be different from an Occupant. An Occupant does not necessarily have the same rights and obligations as an Owner.

1.7 “Subdivision” shall mean and refer to all of the property within MacGregor West as per plats filed at Vol. 127, P. 59, and Vol. 117, P. 59, of the Map Records of Harris County, Texas.

1.8 “Voting Rights” shall mean and refer to the rights of each Owner to vote in instances where voting of Owners is necessary or desirable. Each Owner shall have one vote for each Lot owned. Only one vote per Lot may be cast. In the event of conflicting votes by co-Owners of one Lot, neither vote shall count.

## **ARTICLE II**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

2.1 Each Lot in the Subdivision shall be subject to annual assessments or charges and special assessments for capital improvements. Each Owner shall be deemed to covenant and agree to pay such assessments. The assessments are payable to the Association and such annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. If such assessments become delinquent and collection is made necessary by an attorney, then court costs and reasonable attorney fees shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In addition, assessments shall be deemed delinquent thirty (30) days after each such assessment becomes due and payable and interest shall commence to accrue upon such delinquency. Such interest shall be at the rate applicable to the rate of unpaid judgments in the State of Texas at the time of the first accrual of such interest, and such interest shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any assessment not paid within ninety (90) days of notification of assessment due to an Owner shall result in the additional assessment of a late penalty in an amount of the lesser of ten dollars (\$10) or ten percent (10%) of the amount of the assessment, and such penalty shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment and penalty is made. Each such assessment, together with penalties, interest, court costs, and reasonable attorney fees, shall also be the personal obligation of the person, persons, or entity who or which was the Owner at the time when the assessment fell

due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors.

2.2 The assessment lien shall be subordinate to the lien of any first mortgage. In the event of foreclosure of any purchase money or improvements lien that has priority over this assessment lien, such foreclosure shall not cut off the lien hereby granted for assessments.

2.3 Assessments levied by the Association shall be used exclusively for the purpose of promoting the property value, recreation, health, safety, and welfare of the Owners, including, but not limited to, costs of enforcement of these restrictions, covenants and conditions, business costs of the Association, maintenance of any common area, negotiation of police and security service, street lighting, street cleaning, mosquito control, special garbage or heavy trash pick-up and other services as the Association may deem to be in the Owners' best interest.

2.4 The annual assessments will be for the period September 1<sup>st</sup> through August 31<sup>st</sup> of each such twelve-month period. Assessments are due and payable in advance and the amount of each such annual assessment shall be twenty dollars (\$20) for the assessment period through August 31, 1993. Increases in the annual assessment may be made from time to time by the Association, through its board of directors, but each such increase shall not exceed ten percent of the previous year's assessment. The Association shall fix the amount of the annual assessment against each Lot not less than thirty (30) days in advance of each annual assessment period.

2.5 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase, construction, reconstruction, razing, repair, or replacement of a capital improvement in the Subdivision, provided that any such assessment shall have the approval of fifty-one percent (51%) of the Owners with Voting Rights at a meeting of the Owners duly called for such purpose.

2.6 Any unpaid assessment shall give the Association the right to bring an action at law against the Owner personally obligated to pay the assessment, or to foreclose the lien hereby created against the property or the Lot, or take whatever other legal action is necessary to protect the rights of the Association and/or the remaining Owners. The lien or liens provided herein as security for the

assessment shall be in favor of the Association and shall be for the benefit of all other Lot Owners. In the event of a foreclosure of a Lot because of unpaid assessments, the Association shall have the power to bid in at any foreclosure sale and to acquire such property for the benefit of the remaining Owners.

2.7 The Association shall have the power to suspend the Voting Rights of any Owner who has not paid his or its assessment by the due date.

### **ARTICLE III**

#### **ARCHITECTURAL CONTROL COMMITTEE**

3.1 There is hereby created an Architectural Control Committee composed of three members duly nominated and elected by the board of directors of the Association. The Architectural Control Committee may be composed of any Owners, except the chairman of the committee shall be a member of the Board of Directors of the Association. The committee members will serve two-year terms and in the event that any one of said committee members dies, resigns, or becomes ineligible to act, the board of directors of the Association shall appoint a successor to fill out the remaining term of the member who has died, resigned, or become ineligible. Any committee member may be removed by the board of directors of the Association with or without cause, and the board may appoint a new successor to fill out the remaining terms of the removed member.

3.2 The duties of the Architectural Control Committee shall be to enforce the restrictions, covenants, and conditions impressed upon the Subdivision which are recited below.

3.3 The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable constructions standards and colors, provided, however, that such outline will serve as a minimum guideline, and the committee shall not be bound thereby.

3.4 The Architectural Control Committee must approve the design, color and location of any building, structure or improvement proposed to be constructed. In the event the committee fails to approve or disapprove the design, color and location of any such building, structure or improvement within thirty (30) days after the plans and specifications and plot plans for such building, structure or improvement have been submitted to it, such approval will not be required and this

provision as to approval will be deemed to have been satisfied. The decision of the Architectural Control Committee may be appealed to the Board of Directors of the Association. The decision of the Board of Directors shall be final and conclusive.

**ARTICLE IV**  
**USE RESTRICTIONS, COVENANTS, AND CONDITIONS**

4.1 No Lot shall be used except for residential purposes, and only one residence shall be constructed on each Lot. The term “residential purposes” as used herein shall be held and construed to exclude, without limitation, hospitals, duplex houses, apartment houses, half-way houses, hotels, commercial and professional uses of any kind.

4.2 Parts of two or more adjoining Lots facing the same street in the same block may be designated as one home-site, provided that the Lot frontage shall in no event be less than the minimum frontage of sixty(60) feet at the front building set-back line and further provided that the Lot area shall be not less than 6,000 square feet.

4.3 No structure shall be erected, altered or placed upon any Lot other than a single one-story or a single one-and-one-half or two-story, single-family dwelling, and a single out-building (exclusive of a detached garage) for use in connection with the residence; provided, however, that no out-building (inclusive of a detached garage) may be erected prior to approval of the Architectural Control Committee.

4.4 The ground floor area of any one-story main residence building exclusive of open porches and garage, shall be not less than 1,400 square feet. The ground floor area of any one-and-one-half or two-story main floor shall not be less than 900 square feet and the second story shall not be less than 700 square feet.

4.5 No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In no event shall any building be located nearer than five (5) feet to any interior Lot line (construed to mean from the outside walls of such structure to such interior Lot lines), except that a garage or other permitted accessory building located 60 feet or more from the minimum building set-back line may be

located within three (3) feet of an interior Lot line. The restrictions contained in this paragraph shall not extend to steps, fences, terraces or trellises, but shall apply to the building proper and to any and all garages. If more than one Lot is used as one building site, the restrictions set out in this paragraph shall not apply to the common property line of such Lots. Nothing herein shall be construed to permit any building or any part thereof to encroach upon any ground easement or into any aerial easement shown on the plat of MacGregor West. Provided further that no building shall be located on any interior Lot nearer than five (5) feet to the rear Lot line.

4.6 No residence shall have less than fifty-one percent (51 %) brick on its exterior wall area, except that detached garages shall not be required to have brick exterior provided that construction conforms to the other requirements herein. No asbestos siding shall be used on any part of any building and all roofs shall be asphalt composition shingle.

4.7 No building of any type shall be erected, placed, or altered on any building plot in this Subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by the Architectural Control Committee as to conformity and harmony of external design with existing structures in the Subdivision, and as to the location of the building with respect to topography and finished ground elevation.

4.8 No carport shall be constructed on any Lot.

4.9 Any building, structure or improvement destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable time and the land restored to an orderly and attractive condition.

4.10 No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner Lot within the triangular area formed by the Street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No fence or wall of any type shall be permitted to remain on any Lot between the building set-back line and the paved portion of the street. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.11 Fences of wire or chain link are prohibited. All fences located along the outer perimeter of any Lot must be at least six feet, but not more than seven feet, in height, and constructed of redwood, cedar or pressure-treated pine upright boards with two horizontal bracing boards, unless otherwise approved by the Architectural Control Committee in writing. All fences will be maintained in good repair. Any perimeter fence repairs must be erected with the same material as the original construction and are to be done at the expense of the Owner.

4.12 No signs, billboards, posters, or advertising devices of any character shall be erected on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent.

4.13 No water well, septic tank or cesspool shall be located on any residential Lot.

4.14 No electronic antenna or device of any type other than an antenna for CB, short wave or normal television and radio signals shall be erected, constructed or placed on any Lot, house or buildings. Antennae may be attached to the house provided such antennae must be located to the rear of the roof line, gable or center line of the principal dwelling. Free-standing antennae must be located behind the rear wall of the main residential structure. No satellite dish antenna shall be erected that is visible from the street.

4.15 Mail boxes, house numbers and name identification used in the Subdivision must be harmonious with the overall character and esthetics of the Subdivision. Each Lot shall have its street address marked in a manner that is legible from the street.

4.16 The Owner of all Lots shall at all times keep all trees, shrubs, weeds and grass cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incidental to construction of improvements as permitted. The accumulation of garbage, trash or rubbish of any kind or the burning of any materials is prohibited.



4.17 No motor home, vehicle containing camping equipment, trailer, tent, shack, garage, or other out-building erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence.

4.18 No motor vehicle or nonmotorized vehicle, boat, trailer, marine craft, recreational vehicle, camper, rig off of truck, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot or of the street adjacent to such Lot unless such vehicle or object is completely concealed from public view inside a garage, enclosure approved by the Architectural Control Committee or an area adequately screened by planting or fencing so as not to be seen at ground level from any other Lot. Any passenger automobile, passenger van, motorcycle, or pickup truck that is in operating condition and capable of movement under its own power, has current license plates and inspection sticker, and is in use as a motor vehicle on the streets and highways of the State of Texas is excepted herefrom. All vehicles shall be parked on finished concrete. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Notwithstanding any of the foregoing, no motor vehicle incapable of movement under its own power shall be parked for more than ten (10) days where visible from the Street.

4.19 No activity that might reasonably be considered to reduce the marketability of any Lot or the desirability of the Subdivision as a residential neighborhood shall be carried on upon any Lot or common area.

4.20 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any type shall be conducted upon or in any Lot, nor shall any oil wells, tanks, derricks or other structures designed for use in drilling for oil or natural gas be placed upon or allowed to remain upon any part of any Lot.

4.21 No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No commercial product, liquid, solid, or otherwise, shall be stored or kept upon any Lot, nor shall any Lot be used for the storage of commercial products, liquid or solid, nor shall any structure erected upon any Lot be used for the storage of commercial products, liquid or solid, not necessary to the use and enjoyment of any Lot for residential purpose.

4.22 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot; except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes or in unreasonable number.

4.23 No beverage or illegal drugs capable of inducing intoxication shall ever be sold or offered for sale on any Lot, and no Lot shall be used for any illegal purposes, or for any purpose in violation of any state or federal law, or of any police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy, or possession of any Lot.

4.24 Not more than two garage sales shall be held at any residence within one year's time.

## **ARTICLE V**

### **MISCELLANEOUS**

5.1 The covenants, restrictions and conditions herein shall be binding upon all Owners and Lots, and all persons claiming thereunder for a period of ten (10) years from the date this instrument is recorded, after which period such covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years. Notwithstanding the preceding sentence, the covenants, restrictions and conditions herein may be revoked or amended at any time in whole or in part by an instrument signed by a majority of the then Owners of the hereinabove described Lots in MacGregor West, such revocation or amendment to become effective when such instrument has been recorded in the Deed Records of Harris County, Texas.

5.2 The Association or any Owner shall have the right, but not the duty, to enforce, by any proceedings at law or in equity, all assessments (including liens or charges), conditions, covenants, easements, reservations and restrictions now or hereafter imposed by the provisions of this Declaration. Enforcement may be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction, covenant and condition herein contained, whether such enforcement be to restrain violation or to recover damages, or both. Failure of the Association or any Owner to enforce any provision of this Declaration does not constitute a waiver of the right to do so hereafter.

5.3 Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5.4 Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

5.5 The books, records, and papers of the Association shall, during reasonable business hours, be subject to inspection by any Owner with Voting Rights. The Articles of Incorporation, bylaws and Deed Restrictions shall be available for inspection by any resident.

5.6 Except as provided in Section 5.7, invalidation of any provision or provisions of any one or more of these Deed Restrictions by legislation, judgment or court order shall not affect the validity or enforceability of any of the other provisions.

5.7 Except as otherwise provided herein, these Deed Restrictions replace in their entirety all previously recorded restrictions for MacGregor West. If these Deed Restrictions are made invalid or unenforceable in their entirety by any legislation, judgment or court order, any previously recorded restrictions will be deemed reinstated and still in effect in accordance with the provisions thereof.

5.8 The headings in this Declaration are for convenience in reference only and do not limit or otherwise affect the meaning of any provision hereof.