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THE STATE OF TEXAS }
COUNTY OF HARRIS }

137-91-1611

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WESTLAKE VILLAGE

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THIS DECLARATION, made on the date hereinafter set forth by TRENDMAKER HOMES, INC., a Texas Corporation, of Harris County, Texas, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain subdivision known as WESTLAKE VILLAGE, a subdivision in Harris County, Texas, described in the plat recorded in Volume 288, Page 43 of the Map Records of Harris County, Texas (Subdivision Plat); and

WHEREAS, Declarant desires to hold, sell, and convey said property subject to the following covenants, restrictions, reservations, and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the lots within said subdivision;

NOW, THEREFORE, Declarant hereby adopts the following conditions, covenants, and restrictions which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subdivision and which shall be applicable to the lots in said subdivision and shall run with the land and shall bind 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WESTLAKE VILLAGE OWNERS' ASSOCIATION, INC., a Non-Profit Corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. "The Property" or "The Properties" shall mean and refer to the tract of land hereinabove described as WESTLAKE VILLAGE. Furthermore, "The Property" or "The

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Properties" may also include any additional tracts or parcels of land as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" or "Building Plot" shall mean and refer both to each plot of land shown upon the recorded subdivision map upon which there has been or will be constructed a single-family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any common area.

Section 4. "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 or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Common Properties" or "Common Area" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, including Reserve A, B, C, D and E, except the Lots and the public streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties" or "the Common Area" in the Subdivision shall mean and refer to Common Properties or Common Area as defined respectively in The Declaration and all Supplemental Declarations.

Section 6. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties or Common Area, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners of the Lots in the Properties, as well as other Owners in the subdivision, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of The Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: swimming pool, structures for recreation, storage or protection of equipment; street lights; fountains; statuary; sidewalks; esplanades; common driveways; landscaping; subdivision entry wall running along the Westerly boundary line of the Subdivision abutting Fry Road; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in The Subdivision" shall mean and refer to Common Facilities as defined respectively in The Declaration and all Supplemental Declarations.

Section 7. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the map or plat of the subdivision and such other easements as are created or referred to in this Declaration.

Section 8. "The Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 9. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 10. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 11. "Conveyance" shall mean and refer to conveyance of a fee simple title to a lot.

Section 12. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

Section 13. "Patio Home" shall mean and refer to a Living Unit which has at least one side wall adjacent to and abutting a side boundary line of the Lot upon which such Living Unit is situated.

Section 14. "Detached Residence" shall mean and refer to a Living Unit no side wall of which is adjacent to and abutting a side boundary line of the Lot upon which such Living Unit is situated.

Section 15. "Declarant" shall mean and refer to TRENDMAKER HOMES, INC., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot or Building Plot from Declarant for the purpose of development.

ARTICLE II

WESTLAKE VILLAGE OWNERS' ASSOCIATION, INC.

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Properties. The Board of Directors of the Association shall be empowered to oversee the activities of the Association to such an extent as they may take whatever reasonable action they, in their sole discretion, deem necessary to provide for the upkeep and aesthetic appearance of the Properties for the common benefit of all the members of the Association.

Section 2. Membership. Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Section 3. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and each shall be entitled to one vote for each lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B members shall be the Declarant herein, who shall be entitled to nine (9) votes for each Lot owned.

Class B membership shall cease and be converted to Class A membership on the happenings of either of the following two events, whichever occurs earlier:

- (A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (B) The tenth anniversary date of this Declaration.

Section 4. Non-Profit Corporation. WESTLAKE VILLAGE OWNERS' ASSOCIATION, INC., a non-profit corporation, has been organized, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation

Section 5. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Building Plot owned within the Properties, hereby covenants, and each Owner of any Building Plot by acceptance of a deed therefor, whether or not it

shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; the improvement, operation, administration, management, preservation and maintenance of the Common Area and any part thereof; the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or services for all Building Plots. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment shall be THREE HUNDRED AND NO/100 (\$300.00) DOLLARS for each Building Plot, which shall be due and payable as provided hereinafter.

(a) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment may be increased each year not more than 10% (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment may be increased above 10% by the vote of written assent of at least 51% of each class of members.

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of a majority of each class of members.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Building Plots as follows:

- (a) Building Plots owned by TRENDMAKER HOMES, INC. . . . none
- (b) Building Plots owned by a Declarant other than TRENDMAKER HOMES, INC. for a period of 12 months from date of conveyance of Building Plots by TRENDMAKER HOMES, INC. to such other Declarant none
- (c) Building Plots owned by a Declarant other than TRENDMAKER HOMES, INC. after a period of 12 months from date of conveyance of Building Plots by TRENDMAKER HOMES, INC. 100%
- (d) Building Plots with a completed residence sold to individual homebuyers. 100%

In the event the maximum assessments (including increases allowable under Article III, Section 3) are insufficient to cover the actual costs of maintaining the Common A within the Properties, Declarant shall be obligated to provide the Association with the amount required to make up such deficit, until the earliest of the events set forth in Article II, Section 3, at which time the aforesaid obligation shall terminate.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Building Plots on the date

(which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Building Plot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Building Plot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.
Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Building Plot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Building Plot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Building Plot owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Building Plot.

Section 9. Subordination of the Lien to Mortgages. The Vendor's Lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Building Plot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Building Plot. Sale or transfer of any Building Plot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Plot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. The overall plan for the development of Westlake Village, has been designed to insure and protect the attractiveness, beauty, and desirability of the area as a whole while at the same time permitting compatible distinctiveness of individual developments within the area. For this purpose, the Declarant hereby reserves and retains the right of architectural control to itself or its assignee as hereinafter provided. The Declarant shall initially appoint an Architectural Control Committee, consisting of not less than three (3) members, who need not be members of the Association, and who by majority vote may designate a representative to act for them. Any vacancy shall be filled by a successor appointed by the remaining member or members; until such successor(s) shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

The duties and powers of the Architectural Control Committee and of the designate representative shall cease on and after five (5) years from the date of this instrument. Thereafter, all power vested in said Committee by this covenant shall be assumed by the Board of Directors of the Association.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration to such structure or the color thereof (including, without limitation, site landscaping and grading plans, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, provided that Declarant, and its successors or assigns, shall not be required to comply with the provisions hereof.

In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and

specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the Owner of the property or its authorized agent. The Architectural Control Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than per the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity. Approval of plans as complying with the applicable Minimum Construction Standards adopted and promulgated from time to time for this subdivision by Declarant or its assigns, shall be only for such purposes and shall not indicate Declarant's approval for any other purpose.

Section 2. No Liability. Neither Declarant, the Association, Board of Directors or the Architectural Control Committee or the members thereof shall be liable in damage to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, Board of Directors, the Architectural Control Committee, or any of the members thereof to recover any such damage.

Section 3. Rules and Regulations. The Architectural Control Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 4. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Control Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee pursuant to Article IV, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. It is further provided, however, that the Declarant herein hereby reserves the right of approval or disapproval of all variances which affect building setback lines, Lot area and structure locations.

ARTICLE V

EASEMENTS

Section 1. General. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, telephone, and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer and/or water house connections or electricity, or telephone and cable television lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as to when the same may be necessary as set forth below.

(b) Wherever sanitary sewer and/or water house connections or electricity, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

Section 2. Reservation of Easements. Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer same.

Section 3. Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Underground electric, gas (unless total electric dwelling) and telephone service shall be available to all Lots in the subdivision. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or Builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and

installs any necessary conduit of approved type and size under such driveways, walkways patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither grantor nor 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 other improvements (other than crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the land covered by said easements. In addition hereto, the utility easements shall not be used as alleyways.

Section 4. Public Streets. All Lots within the subdivision shall abut and have access to a public street. Public street rights-of-way are shown on the recorded plat of Westlake Village.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Area, including but not limited to private streets, in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Area to render any service.

Section 6. Universal Easement. Each Lot and its Owner within the Properties is hereby declared to have an easement not to exceed one foot in width, and the same is hereby granted to Declarant, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each Lot within the Properties is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining Lot and/or Common Area and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

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Section 7. Wall Maintenance Easements. All Lots within the subdivision on which a Patio Home is located shall be conveyed subject to a five-foot (5') wide easement adjacent to one (1) said Lot line of the adjacent Lot, and shall be appurtenant to the zero lot line of the adjacent Lot as provided in Article VIII, Section 4, hereof. The right to create, grant and reserve such easements is hereby reserved by Declarant for itself and its successors in interest. Said easements, the uses and purposes of which are set out below shall be granted or reserved by reference to this Section. The following rules prescribe the terms, conditions and uses of said easements, both by the Owner of the easement (the dominant tenement) and the Owner of the land under the easement (the servient tenement).

(a) The dominant tenement, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the sole and only purpose of the maintenance, painting, repairing and rebuilding of the side wall, which is situated adjacent to and abutting the easement area.

(b) The servient tenement shall have the right at all reasonable times to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenement.

(c) Both the dominant tenement and the servient tenement shall have the right of surface drainage over, along and upon the easement area, and neither tenement shall use the easement area in such a manner as will interfere with such drainage.

(d) Neither tenement shall attach any object to the side of the wall, facing onto the easement area. In addition, no structure shall be constructed or placed upon the easement area by either the dominant or servient tenement, except a brick or wood fence by the servient tenement which allows drainage; however, access to the easement must be preserved for the dominant tenement.

(e) The Owner of the servient tenement, as a condition to the exercise of the right of access provided for, shall indemnify and hold harmless the Owner of the dominant tenement from damage to shrubs, plants, flowers, trees, lawn, sprinklers, hose bibs and other landscaping directly resulting from the exercise of the dominant tenement's right of access for maintenance.

the case of a multiple dwelling unit structure, the Owner/Developer shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and, if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of such affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

Section 11. Easement for Construction, Maintenance and Repair of Subdivision Entrance Wall. Declarant does hereby perpetually dedicate, establish, create and set aside a non-exclusive ten foot (10') wide easement over, across and upon those certain tracts or parcels of land which are more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all purposes, for the benefit of Declarant and the Association, their respective successors and assigns, for the construction, maintenance and repair of a masonry and stucco subdivision entrance wall

to be located on portions of Lot 1, Block 1 and Lot 1, Block 3 of the Subdivision. Such easement, insofar as it covers a portion of Lot 1, Block 1, may be further utilized by Declarant and/or the Association for the purpose of installing, maintaining and repairing conduits necessary for the operation of the Subdivision sign to be located on Reserve "D". The right of access to such easement over and across Lot 1, Block 1 and Lot 1, Block 3, for the purposes hereinabove expressed, is hereby reserved for the benefit of Declarant and/or the Association, their respective successors and assigns.

ARTICLE VI

UTILITY BILLS, GARBAGE COLLECTION, TAXES AND INSURANCE

Section 1. Obligation of the Owners. Owners utility bills, taxes and insurance shall be governed by the following:

(a) Each Owner shall have his separate electric, gas (unless total electric dwelling) and water meter and shall directly pay at his own cost and expense for all electricity, gas, water, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him on his Lot.

(b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

(c) Each Owner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own residence, and his additions and improvements thereto, including decorations, furnishings, and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the Association as part of the common expense in connection with the Common Area.

Section 2. Obligation of the Association. The Association shall have the following responsibilities regarding utility bills, garbage collection, taxes and insurance:

(a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Area or any part thereof.

(b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Area and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy

or policies to insure the structures and facilities in the Common Area and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Area.

(d) The Association shall have the right to contract for exclusive garbage and trash collection to each Lot.

(e) All costs, charges and premiums for all utility bills, garbage collection, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the maintenance assessment.

ARTICLE VII

MAINTENANCE AND REPAIRS

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his residence house and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway appurtenant to his residence house, sidewalks and fences which are appurtenant to his residence house and situated on his Lot. The Association shall have no duty or obligation to any Owner in this regard.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the subdivision entrance wall hereinabove referred to in Section 11 of Article V, the Common Area, Common Facilities and all parts thereof, including but not limited to, parks, landscape lawns, parking areas and improvements and facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of private driveway, sidewalk, a fence or fences which are appurtenant to his residence house.

ARTICLE VIII

RESTRICTIONS OF USE

Section 1. Single Family Residential Construction. No building shall be erected

tial dwelling, whether a Patio Home or Detached Residence, and a private garage for not less than two (2) cars. No such residence shall be constructed on less than the equivalent of one full Lot as defined on the recorded subdivision plat or any recorded replat thereof approved by the Declarant, but in no case shall any residence be constructed on any Lot having a total area of less than 3,500 square feet.

Section 2. Commercial Use. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes, except Declarant, its successors and assigns, may use the Property for a model home site, display and sales office, construction trailers and equipment during the construction and sales period.

Section 3. Minimum Square Footage. The living area of the main residential structure shall not be less than 1,400 square feet for any dwelling constructed within the properties.

The Architectural Control Committee, or its assignee, at its sole discretion, and with the approval of Declarant, is hereby permitted to approve deviations in the building area in instances where, in their judgment, such deviation will result in a more common beneficial use.

Section 4. Location of Improvements Upon the Lot. No building shall be located on any Lot nearer to the front Lot line or side street Lot line than the minimum building setback lines shown on the recorded plat. Each Patio Home shall be designed so that one (1) wall of the residence structure shall be constructed adjacent to and abutting a side Lot line. This side Lot line shall be hereinafter referred to as the "Zero Lot Line." Provided, however, that an open atrium, court or patio may be built adjacent and abutting the aforementioned Zero Lot Line but said open atrium, court or patio must be enclosed by a masonry wall or wood product fence having a height of six (6') feet. The term "wood product" as used herein shall include but not be limited to hardboard and masonite. This wall must, as in the case of the residence wall, be constructed adjacent to and abutting the Zero Lot Line and enclose the atrium, court or patio in such a manner as to appear to be an extension of the residence dwelling.

There shall be established, a three foot (3') minimum setback line between the Zero Lot Line and the Patio Home situated upon the adjoining Lot.

No residence shall be constructed on any lot nearer than five feet (5') to the rear Lot Line, excluding patios, patio covers, trellises and similar improvements.

During original construction, the Architectural Control Committee, or its assignee, at its sole discretion, is hereby permitted to approve deviations in the location of improvements upon the Lot, subject to setbacks shown on the recorded plat and previous recorded instruments.

Notwithstanding anything to the contrary contained in this Section 4, no walls or fences located on the rear lot line of each Lot abutting a Reserve shown on the Subdivision Plat, and running ten feet (10') from the rear lot line along the side lot lines, shall exceed four feet (4') in height. Such walls and fences shall be built as part of the original construction, but shall be maintained, repaired and replaced at the expense of the Lot Owner, and shall not be removed by the Lot Owner. No hedges which exceed four feet (4') in height shall be permitted to grow along such walls or fences. A Lot Owner shall be permitted, at his sole cost and expense, to install a gate along the rear property line of any Lot abutting a Reserve, provided that the kind, shape, height, color and location of same have been approved in writing by the Architectural Control Committee as to harmony of exterior design in relation to the wall or fence to which such gate is attached.

No part of any fence or wall shall be constructed on any Lot nearer to the front lot line than the front corner of the residence which is the greatest distance from such front lot line. No such fence or wall shall exceed six feet (6') in height.

Section 5. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the properties or any Lot except one sign for each building site, of not more than five (5) square feet for the purpose of advertising the property for sale or rent; provided, however, that Declarant, its agents and assigns, may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision, and sale of said Property. Declarant shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lots in violation of this Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 6. Prohibition of Offensive Activities. No noxious or offensive trade or activity shall be conducted, whether for profit or not, on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant to be used for Sales Offices or Model Homes. No activity, which may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with

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the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance, or which will degrade property values, or distract from the aesthetic beauty of the subdivision, shall be conducted.

Section 7. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shower, garage, barn or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time as a residence or other use, either temporarily or permanently except such buildings or structures as may be hereafter permitted. Temporary structures may be used as building offices, sales offices and for other related purposes during the construction and sales period.

Section 8. Animal Husbandry. Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a lot, (not to exceed a total of two (2) pets), provided they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity.

Section 9. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment
No mobile home, trailer, camper, boat, or truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view within the garage. The Board of Directors of the Association may adopt rules for the regulation of the admission and parking of vehicles within the Common Area, including the assessment of charges to Owners who violate, or whose invitees violate, such rules.

Section 10. Walls, Fences and Hedges. Chain-link fences are expressly prohibited on any portion of the Properties except as installed by Declarant as part of the initial construction, or used by Declarant during the initial construction period.

Section 11. Oil and Mining Operations. No oil drilling or development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 12. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersections of streets or occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds, greenbelts, or other facilities where the rear or side yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable

enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, as to conceal them from view of neighboring Lots.

Section 13. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupants of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereof as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by Declarant, and then only during such condition as permitted by law. 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 thirty (30) days written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, 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 cost 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. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien is herein and hereby retained against the above-described property in favor Declarant or its assignee but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 14. Antennas. No electronic antenna or device of any type other than an antenna for receiving normal television signals and/or FM signals shall be erected, constructed, placed or permitted to remain on any Lots, houses or buildings constructed in this subdivision. Television antennas may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street. No antennas shall be erected as a free-standing structure.

Section 15. Removal of Dirt and Trees. The digging of dirt or the removal of an dirt from any Lot is expressly prohibited except as necessary in conjunction with the

landscaping of or construction of improvements on such Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 16. Roofing Material. The roof of any building shall be constructed or covered with 215 pound or better asphalt shingles. Any other type roofing materials or colors shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 17. Lot Drainage. All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

(a) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

(b) No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

Section 18. Roof Projections. No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

Section 19. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the property.

Section 20. Greenbelts and Common Areas. The Common Areas shall be used for park, recreational, social and other purposes directly related to the uses authorized under this Declaration and such Supplementary Declarations as may be filed and shall be restricted to pedestrian and non-motorized vehicle use and shall be open for the use of all Members and their guests during reasonable hours, as established by the Board of Directors.

Section 21. Landscape Maintenance. All landscaping of every kind and character including shrubs, trees, grass, and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance.

Section 22. Garbage Disposals. All residences shall be equipped with garbage disposals, and said disposals shall be kept in good working order at all times.

Section 23. Garages - Carports. Garages which face the street may not be built

within a ten foot (10') setback line hereby established from the front lot line. Garages which are constructed so as to face ninety (90) degrees or more coincident to the street shall be built no closer than ten feet (10') to the front lot line, and a ten foot (10') building setback line is hereby established for that purpose.

No carports shall be constructed upon any lot without the written consent of the Architectural Control Committee.

Section 24. Mailboxes. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

Section 25. Right of Inspection. During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect the Property or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reasons thereof.

Section 26. Sewage and Water. No sewage treatment system nor water well shall be permitted on any Lot.

Section 27. Exterior of Living Units. The exterior of each Living Unit, including lawns, walls, and shrubbery, shall at all times be kept and maintained in good condition. If, in the opinion of the Architectural Control Committee, the exterior of any Living Unit is in need of repair or maintenance, the Architectural Control Committee shall notify the Owner in writing of the need of such repair or maintenance, and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Architectural Control Committee may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Architectural Control Committee's cost, together with interest at the rate of ~~10%~~ per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the Lot on which such Living Unit is located in favor of the Association, but inferior to the purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to

enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) 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 thirty (30) year period by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots within the Property, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots within the Property. Any amendment must be recorded in the County Records.

Section 4. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by The Declaration, and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 5. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any member or members will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 6. Rights of Mortgagees, Trustees or Lienholders. No violations of any of these restrictions, covenants or conditions, shall affect or impair the rights of any Mortgagee, Trustee or Lienholder under any mortgage or deed of trust, or the right:

of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

ARTICLE X

APPROVAL OF LIENHOLDER

GREATER HOUSTON BANK and GIBALTAR SAVINGS ASSOCIATION, as lienholders, of the hereinabove described land, have hereunto caused their names to be signed and their seals to be affixed, and the same to be done and attested by the signatures of their duly authorized officers for the purpose of consenting to, ratifying, confirming and adopting this Declaration of Covenants, Conditions and Restrictions and for the purpose of subordinating their liens to the same.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of August, A.D., 1979.

ATTEST:

TRENDMAKER HOMES, INC.

302

[Signature]
Secretary

BY: [Signature]
President

GREATER HOUSTON BANK



[Signature]
Cashier

BY: [Signature]
President

GIBALTAR SAVINGS ASSOCIATION

[Signature]
Asst. Secretary

BY: [Signature]
President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A.H. MAYER, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TRENDMAKER HOMES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of August, A. D., 1979.

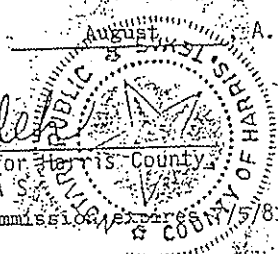
[Signature]
Notary Public in and for Harris County
TEXAS

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared V. H. Ramirez, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GREATER HOUSTON BANK, a Texas banking corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of August, A. D., 1979.

Linda Welch
Notary Public in and for Harris County,
TEXAS
Linda Welch - my commission expires 5/81

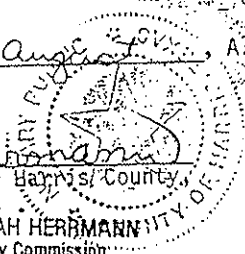


THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Milton W. Cowden, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GIBRALTAR SAVINGS ASSOCIATION a Texas savings and loan association, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of August, A. D. 1979.

Sarah Herrmann
Notary Public in and for Harris County,
TEXAS
Sarah Herrmann
SARAH HERRMANN
My Commission
Expires July 19, 1981



FILED
AUG 29 2 27 PM 1979
Quinta Padgett
COUNTY CLERK
HARRIS COUNTY, TEXAS