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COVENANTS, RESTRICTIONS AND CONDITIONS
OF PINE TRAILS, SECTION TEN

THE STATE OF TEXAS)
COUNTY OF HARRIS)

THIS DECLARATION, made on the date hereinafter set forth by Fox and Jacobs, Inc., a Texas Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Pine Trails, Section Ten, a subdivision in Harris County, Texas, which is more particularly described in the map or plat thereof recorded in Volume 318, Page 147, of the Records of the Harris County, Texas, records.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, 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. Further, that Pine Trails Community Improvement Association shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Pine Trails Community Improvement Association, a Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of Properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association for Pine Trails, Section Ten.

Section 4. "Common Area" shall mean all real property which may be acquired by the Association for the common use and enjoyment of the Owners in this Subdivision and, where applicable, in any additional land annexed into the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any part of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Fox and Jacobs, Inc. or its successors.

Section 7. "Subdivision Plat" shall mean and refer to the map or plat of Pine Trails, Section Ten, recorded in Volume 319, Page 147, of the Map Records of Harris County, Texas, or as such may be amended.

ARTICLE II
PROPERTY RIGHTS(Common Area)

Section 1. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon the Common Area; and

b) The right of the Association to suspend the voting rights and right to use the recreational facilities of an Owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

c) The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by members provided, however, that no such dedications or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedications or transfer has been recorded.

Section 2. Any Owner may delegate, in accordance with the By-Laws of the Association, his rights of enjoyment to the Common Area and facilities to the members of his family or to the persons residing in the Lot under a lease or contract to purchase from the Owner.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. 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 shall be entitled to one vote for each lot owned. When more than one person holds interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a) When the votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or

b) January 1, 1985.

Section 3. The Association may make whatever rules and By-Laws it shall deem desirable to govern the Association and its members, provided however, any conflict between such By-Laws and provisions hereof shall be controlled by the provisions hereof.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Property Obligations of Assessments.

The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such a deed, is deemed to covenant and agree to pay to the Association: 1) Annual assessments or charges, and 2) special assessments for the 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 a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligations of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Annual Assessment or Charge and Maximum Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$ 84.00 per lot, per year or \$7.00 per month.

a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of membership.

b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment to 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 part, the cost of any construction, reconstruction, repair and replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section Three and Four. Written notice of any meeting called for the purpose of taking any action authorized under Section Three and Section Four shall be sent to all members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days (60) following the preceding meeting.

Section 6. Effect of Non-Payment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after due date shall bear interest from the due date at the rate of six percent (6%) 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 property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

Section 7. Subordinated Lien to Secure Payment.

To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual lots as above provided, there shall be reserved in each Deed by which the Owner (the present and any subsequent owners) shall convey such properties, or any part thereof, the Vendor's Lien for the benefit of the said Pine Trails Community Improvement Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given granted, and created by or

be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such lot to secure the payments of monies advanced or to be advanced on account of the purchase price and/or the improvements of any such lot and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien (60) sixty days written notice of such proposed action, such notices which shall be sent to the nearest office of such first mortgage lienholder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligations to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof, sale and transfer to a Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such from liability for any assessment there after due or from the lien thereof.

Section 8. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change ~~or alteration therein be made until the plans and specifications showing the~~ nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event that said Board, or its designated committee, fails to approve or disapprove such design and location within thirty 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.

Section 1. Composition of Committee. The initial Architectural Control Committee shall be composed of six members, the initial members hereby appointed Phil DeBoer, Cortlandt P. Houchard, Vicki Ward and three members to be appointed by the Board of Directors of the Association, each of whose address for purposes hereof is 6711 Bingle Road, Houston, Texas 77092. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the committee the remaining member or members shall have full authority to designate a successor or successors subject to the provisions of Section 2 (a), below. In the event of death or resignation or continued absence or failure to function of all members of the committee, the Association shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any com-

pensation for services performed hereunder.

Section 2. Functions.

a) The Committee shall be divided into two Subcommittees the New Construction Committee (composed of Phil DeBour, Cortlandt P. Houchard and Vicki Ward) and the Alterations and Additions Committee (composed of those three members to be appointed by the Board of Directors of the Association in accordance with Section 1 thereof) the New Construction Committee shall have sole and exclusive jurisdiction over approval of the buildings to be constructed by Declarant and the appointment of members to such committees, if required and no other members of the Committee shall be entitled to vote on such matters. At the time Declarant has completed construction of all buildings it intends to construct in the subdivision, the New Construction Subcommittee shall automatically terminate, and the committee shall thereafter be composed of three (3) members only. The Alterations and Additions Subcommittee shall have sole exclusive jurisdiction over all other functions of the Committee and no other members of the Committee shall be entitled to vote on such matters.

b) If in the opinion of the Committee the exterior of any dwelling is in need of repair or maintenance, the Committee may notify the Owner thereof in writing of the need of such repairs or maintenance and if such repairs or maintenance are not accomplished within thirty days (30) of the said notice, then the 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 Committee's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees referred to any attorney for collection and the lien referred to in Article IV shall secure the Owners obligations to repay the sum.

Section 3. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the 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 4. Severability.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 this first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded in the Official Records of Harris County, Texas.

ARTICLE VI
USE RESTRICTIONS PURPOSES

Section 1. Land Use and Building Types.

All lots shall be known, described and used as lots for residential purposes only. No structure shall be erected, placed, or permitted to remain on any lot other than one-single-family dwelling not to exceed two (2) stories in height. As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said lots for Duplex houses, garage apartments, or apartment houses; and no lots shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose. No building of new construction shall be placed and erected thereon, subject to the provisions of Article V.

Section 2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

Section 3. Committee Silence.

Submissions to the committee not approved or disapproved in writing thirty (30) days from the date of the submission shall be deemed approved.

Section 4. Dwelling Size.

The ground floor of the main residential structure exclusive of open porches and garages shall not be less than 900 square feet for a one-story dwelling nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half or a two-story dwelling be less than 1,000 square feet.

Section 5. Type of Construction, Materials and Landscape.

a) No dwelling shall be erected on lot of materials other than brick, stone, brick-veneer, stucco type material, or other masonry materials unless the above named materials constitute at least fifty-one (51%) percent of the total outside wall areas. Gables or other exterior areas above the height of the top of standard first floor windows are excluded from the requirements.

b) The roof of any residence shall meet or exceed all Federal Housing Administrations (FHA) standards.

c) Each kitchen in each dwelling situated on any lot shall be equipped with a garbage disposal unit, which disposal shall at all times be kept in serviceable condition.

d) A concrete sidewalk four (4) feet wide shall be parallel to the curb leaving a parkway between the curb and the edge of the sidewalk closest to the street on both front and side streets, which may vary between four and ten feet in width, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalks.

e) No window or wall-type air conditioners shall be permitted to be used, erected, or placed or maintained on or in any buildings on the front street side of the building, except in sales offices.

f) No fence or wall-types shall be erected, placed, or altered on any lot nearer to the street than the minimum building set back lines as shown on the subdivision plat, and no fence or wall shall exceed six (6) feet in height above the ground level, unless otherwise approved by the Architectural Control Committee.

Section 6. Building Location.

No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five feet (5') to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65') or more from the front lot line may be located within three (3) feet of an interior lot line. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen feet (15') to the rear lot line. For purposes of this covenants, eaves, steps, and open porches shall not be construed to permit any portion of a building on any lot to encroach upon another lot.

Section 7. Minimum Lot Area. No lot shall be resubdivided nor shall any building be erected or placed on any lot having an area less than 3,500 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any lot or lots within the properties if such resubdivision results in each resubdivided lot containing not less than the minimum lot area aforesaid; it being the intention of this restriction that no building plot within the properties contain less than the aforesaid minimum area.

Section 8. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done upon any lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 9. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, shack, garage, or other outbuilding shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however:

1) Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the properties as in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements upon the properties. Such facilities include but are not limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

2) Anything contained in these restrictions to the contrary notwithstanding these shall be permitted on any lot the use of a dog house, so long as said dog house is not of unreasonable size and is so placed on a lot so as not to be visible from the front street side of the building.

(b) No truck, campers, trailer, automobile, boat—whether powered or sail or otherwise— or other vehicle will be stored, parked or kept on any lot or Owner's property or in any street for more than forty-eight (48) hours during a seventy-two (72) hour period, and no inoperational vehicle (inoperational defined as not in a running or usable condition) may be parked or stored on any lot or Owner's Property or in any street at any time, provided, that nothing herein contained shall be construed to prohibit the storage of any unused or inoperational vehicle or any other vehicle or boat in the garage (if built) permitted in any lot or Owner's Property covered hereby; provided, further, however, that nothing contained on these restrictions shall be construed to prohibit the storage of all such vehicles or boats except inoperational vehicles behind a solid wooden fence constructed on Owner's Property covered by these restrictions, said fence to be constructed so that there are no gaps between the boards constituting said fence, said fence to be maintained in accordance with other provisions of these restrictions, said fence not to exceed six feet (6') in height, and the height of permitted vehicles and boats so stored behind such fence shall not exceed the height of such fence by more than three feet (3').

Section 10. Sign and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any lot or residential building except one sign of not more than ten (10) square feet in surface area advertising the particular lot or residence on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as are customary in connection with the general sale of residential property.

Section 11. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in 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 or other minerals shall be erected, maintained or permitted upon any lot.

Section 12. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping grounds for rubbish, garbage or rubble. Trash garbage or other waste materials shall not be kept except in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids as otherwise required. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

Section 13. Visual Obstructions at the Intersections of Public Streets. No Object, including vegetation, shall be permitted on any corner lot which either 1) obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through sight lines parallel to the ground elevations between two feet (2') and six feet (6') above the roadways or 2) lies within a triangular area on any corner lot described by three points, two such points being at the edge of the paving abutting said corner lot and at the end of twenty-five feet (25') back along the curb on the two intersecting streets abutting said corner lot, and the third point being the center of the corner curb curve abutting said lot.

Section 14. Lot Maintenance. The owner of all lots at all times shall keep all weeds and grass thereon cut in a sanitary, healthy and attractive manner, and no Owner shall permit weeds or grass to grow to a height greater than twelve inches (12") upon any lot including all parkways. Vegetables in excess of twelve inches (12") in height shall not be grown in the front yard except within four feet (4') of any main residential building. In no event shall an Owner use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash, or rubbish of any kind thereon. The drying of

clothes in front yards is prohibited and the owner of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen from the public view the drying of clothes, yard equipment and woodpiles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner in observing the above requirements or any of them, and the continuance of such defaults after ten (10) days written notice thereof, Declarant or its assigns shall, without liability to the Owner in trespass or otherwise, have the right to enter upon said lot or cause to be cut such weeds and grass and remove 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 render a statement of charge to the Owner of said lot for the cost of such work. The Owner, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

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-standing antennae of any style be permitted to extend more than twenty (20) feet above the roof of the main residential structure on said lot. All amateur radio operation shall be conducted so as to cause no electronic interference with surrounding households.

Section 16. Animals. No Owner or other person shall keep domestic animals in a number in excess of that which he may use for the purpose of companionship of the private family, it being the purpose and intention hereof to restrict the ownership of domestic animals against any commercial purposes of any kind or character and to restrict the use of said lot so that no persons shall quarter on the premises either horses or cows, the term "domestic" animals specifically excludes horses, cows, hogs, sheep, goats, guinea fowl, ducks, skunks, bats, chicken, or turkeys or other animals that may interfere with the quietude, health, or safety of the community.

Section 17. Burning and Burned Houses. No person shall be permitted to burn anything on any lot outside the main residence building. In the event that any residence has burned and is thereafter abandoned for at least thirty (30) days Declarant may, after ten (10) days written notice to the record owner of the residence, cause the burned and abandoned residence to be removed and the lot cleared, the expense of such removal and clearing to be charges to and paid by the record owner. In the event of such removal and clearing by the Declarant, Declarant shall not be liable in trespass or for damages, expenses, costs, and otherwise to Owner for such removal and clearing.

Section 18. Underground Electric Distribution System. An underground electric distribution system will be installed in that part of Pine Trails Subdivision, Section Ten (10) designated underground Residential Subdivision, which underground service area shall embrace all Lots in Pine Trails Subdivision Section Ten (10). The owner of each lot in the Underground Residential Subdivision

shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each lot shall, at his 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 the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as a single phase 120-240 volt, three wire, 60 cycle, alternating current.

ARTICLE V.

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Recorded Subdivision Plat of the Properties. The Subdivision Plat dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon and such Subdivision Plat further established certain restrictions applicable to the Properties, including, without limitations, certain minimum setback lines. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein, and shall be constructed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to thereof or not.

Section 2. Easements. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, telegraph, and telephone line or lines, gas, sewers, cable television and any other utility Declarant sees fit to install in, across, or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company or authorized political subdivision using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the Land covered by the said easements. All easements, as filed on record, are reserved for the mutual use and accommodation of garbage collectors and all utility companies desiring to use the same. Any utility company shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective utility system on any easement strips, and any utility company shall, at all times, have the right to

egress and ingress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective utility system without the necessity at any time of procuring the permission of anyone.

Section 3. Installation of Paving. Declarant reserves the right, during installation of paving of the streets on the Subdivision Plat, to enter onto any of the Properties for the purposes of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Properties have been conveyed to or contracted for sale to any other owner.

Section 4. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties shall be subject to any easement affecting same for roadway or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or cable television purposes and shall convey no interest in any pipes, lines, poles or conduit or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner or through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved.

Section 5. Existing Liens. Violation or failure to comply with the foregoing restrictions, covenants, and conditions shall in no way effect the validity of any mortgage loan, or bona fide lien which may, in good faith, be then existing on any lot.

Section 6. Exclusions. These restrictions shall not extend to or cover any portion of the Properties which is or may hereafter be designated or described 1) on the Subdivision Plat with the terms "Not Platted" or "Reserve", or with the words or terms of similar meaning or 2) in Exhibit A, if any, attached hereto and to or cover any portion of the Properties upon which no private dwelling is constructed within five (5) years of the date hereof and which property is hereafter, at anytime, rezoned by any city government in which the property is or may be located with a classification other than single family residential. Said reserves shall be used and utilized for purposes harmonious with residential character of the remainder of the Properties and such uses may include, but not by way of limitations, multi-family sites, water well site, shops or facilities for the sale of food, beverages, clothing, services and other items for personal uses, professional offices or clinics, automobile service stations or facilities of a similar nature.

Section 7. FHA/VA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedications of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has

064-00-1662

hereunto set its hand and seal of office this 15 day of November 1983.

Fox & JACOBS, INC.
DECLARANT

Cortlandt P. Houchard
BY: Cortlandt P. Houchard, Land/Product Manager

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 Cortlandt P. Houchard, Land/Product Manager of Fox and Jacobs, Inc., 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office, this the 15th day of November, 1983.

Vicki Ward
NOTARY PUBLIC
VICKI WARD

My Commission expires 8-9-87



RECORDERS MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was read and recorded.

Vicki WARD
FOX & JACOBS
6711 BINGLE
HOUSTON TEX
77092

FILED
1983 NOV 15 PM 2:16
COUNTY CLERK
HARRIS COUNTY TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public Records on the date and at the hour stamped herein by me and was duly RECORDED in the Official Public Records of said County of Harris, Texas on

NOV 15 1983



Quita Salinas
COUNTY CLERK,
HARRIS COUNTY, TEXAS