

134-08-0079

EG57823

COVENANTS, RESTRICTIONS AND CONDITIONS

THE STATE OF TEXAS X

COUNTY OF HARRIS X

This Declaration is made on the date hereinafter set forth by Fox & Jacobs, Inc., a Texas corporation, hereinafter called "Declarant".

R E C I T A L S

The following facts exist:

A. Declarant is the owner of that certain property known as Pine Trails No. 1, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 232, Page 1, of the Map Records of Harris County, Texas.

B. Declarant desires to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots in said subdivision.

NOW, THEREFORE, Declarant does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all lots, as defined herein, which shall constitute covenants running with the title of said lots and which shall be binding upon and inure to the benefit of Declarant, its successors, and each and all of such beneficiaries and further the 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. "Properties" shall mean and refer to all land in Pine Trails No. 1 which is subject to the reservations set forth herein and in the Subdivision Plat, and any additional land made subject to the terms hereof pursuant to the provisions set forth herein.

Section 2. The words "lot" or "lots" shall mean and refer to any plot of land shown upon any recorded Subdivision Plat of the Properties, with the exception of (a) any portion of the Properties which is or may be hereafter designated or described on the Subdivision Plat as "Not Platted" or "Reserve" or with words of similar meaning and (b) land described in Exhibit A, if any, attached hereto and made a part hereof.

Section 3. "Declarant" shall mean and refer to Fox & Jacobs, Inc., or its successors.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those whose interest is held merely as security for the performance of an obligation.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Pine Trails No. 1, recorded in Volume 232, Page 1, of the Map Records of Harris County, Texas, or as such may be amended.

Section 6. "Association" shall mean and refer to Pine Trails Community Improvement Association, a Texas non-profit corporation, its successors or assigns.

Section 7. "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.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

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 of the recreational facilities by 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 any 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 the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

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

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding the Class B membership; or
- (b) January 1, 1985.

If at any time other areas of the 541.938 acre tract hereinafter referred to are duly annexed as hereinafter set out, the voting rights of the Class B membership, if same have previously automatically converted to one (1) vote per Lot owned, shall automatically be reverted to three (3) votes for each Lot owned until such time as the total votes outstanding in the Class A membership throughout the subdivision and any duly annexed areas collectively shall equal or exceed the total votes outstanding in the Class B membership throughout such total area or until January 1, 1980, whichever date occurs the earliest, at which time Class B voting Lots shall automatically be converted to one (1) vote for each Lot.

3. By-Laws. 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 the provisions hereof shall be controlled by the provisions hereof.

ARTICLE IV

USE RESTRICTIONS

Section 1. Land Use and Building Type. All lots shall be known, described and used as lots for residential purposes only and no structure shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two (2) stores 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 lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any lot, it being the intention that only new construction shall be placed and erected thereon.

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 within thirty (30) days from date of 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 1,000 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 1,300 square feet.

Section 5. Type of Construction, Materials, and Landscape

(a) No dwelling shall be erected on a lot of materials other than brick, stone, brick-veneer, stucco type material, or other masonry materials unless the above named materials constitute at least sixty percent (60%) of the total outside wall areas. Gables or other exterior areas above a height of the top of standard height first floor windows are excluded from this requirement.

(b) A concrete sidewalk four (4) feet wide shall be retained and maintained by Owner parallel to the curb leaving a five (5) foot parkway between the curb and the edge of the sidewalk closest to the street on both front and side streets, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalks.

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

(d) No fence or wall 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 ground level.

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 feet (65') or more from the front lot line may be located within three feet (3') of an interior lot line; provided, however, that a dwelling may be located as near as three feet (3') to any interior lot line so long as the distance between any adjacent dwelling and the dwelling situated as close as three feet (3') to an interior lot line is not less than ten feet (10'); provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard widths on any lot (except in the case of a garage or other permitted accessory building set back 65 feet as above provided) be less than fifteen percent (15%) of the width of the lot, measured (to the nearest foot) along the front set back line shown on the recorded plat. 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 the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this 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 area of less than 6,000 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, tent, shack, garage, barn 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,

(i) 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 improve-

ments upon the properties. Such facilities include but are not limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(ii) Anything contained in these restrictions to the contrary notwithstanding, there 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 buildings.

(b) Except as otherwise provided in paragraphs (i) and no truck, camper, motor home, trailer, vehicle of any type (whether or not operable), boat (whether powered, sail or otherwise) may be parked, kept or stored on any lot (except in a garage) or in any street for more than forty-eight (48) hours during any seventy-two (72) hour period.

(i) A trailer, camper, operable vehicle, motor home or boat may be parked, kept or stored on any lot behind the back building line of the main residence building. An "operable vehicle" shall be one in usable running condition.

Section 10. Signs 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 ground 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 or 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 (i) obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through sight lines parallel to the ground surface at elevations between two feet (2') and six feet (6') above the roadways, or (ii) 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 shall at all times keep all weeds and grass thereon cut in a sanitary, healthful 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 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 default 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 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.

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 fowls, ducks, skunks, bats, chickens 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 residential 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 charged to and paid by the record owner. In the event of such removal and clearing by Declarant, Declarant shall not be liable in trespass or for damages, expenses, costs or 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 One designated underground Residential Subdivision, which underground service area shall embrace all Lots in Pine Trails Subdivision, Section One. 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 limitation as set forth therein, the streets and easements shown thereon and such Subdivision Plat further established certain restrictions applicable to the Properties, including, without limitation, 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 therein 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 or 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 said easements. All easements, as filed on record, are reserved for the mutual use and accommodations of garbage collectors and all utility companies desiring to use 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 of 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 as shown on the Subdivision Plat, to enter onto any of the Properties for the purpose 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 roadways 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 conduits, or in any utility facility

or appurtenances thereto constructed by or under Declarant or any easement owner or any agents 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 affect 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 (i) on the Subdivision Plat with the terms "Not Platted" or "Reserve", or with words or terms of similar meaning or (ii) in Exhibit A, if any, attached hereto and made a part hereof for all purposes. Moreover, these restrictions shall not extend 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 any time, re-zoned 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 the residential character of the remainder of the Properties and such uses may include, but not by way of limitation, 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.

ARTICLE VI

MAINTENANCE CHARGE AND COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal 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 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 a continuing 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 assessments shall not pass to his successors in title unless expressly assumed by them.

2. Annual Assessment or Charge. Each Lot in said Subdivision is hereby subjected to an annual maintenance charge and assessment not to exceed \$2.00 per month or \$24.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within said Subdivision, and any annexed areas, to Pine Trails Community Improvement Association, in advance in monthly, quarterly or annual installments, commencing as to all Lots on the first day of the month following the conveyance of the first lot by Declarant to an Owner. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined annually by the Board of Directors of the Pine Trails Community Improvement Association at least thirty (30) days in advance of each annual assessment. Said rate and when same is payable may be adjusted from year to year by said Board of Directors as the needs of the Subdivision may in the judgment of the Directors require. The assessment for each Lot shall be uniform except that as

long as there is a Class B membership, the Board of Directors may charge and collect a fraction of the annual assessment on each Lot owned by Declarant(s) until the conveyance of said Lot by Declarant(s) to an Owner, provided that, any such fractional charge to Declarant(s) shall not be less than fifty percent (50%). 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 Lot have been paid. Pine Trails Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of said Subdivision, as well as those of all subsequent sections of Pine Trails annexed as hereinafter set forth. Such uses and benefits to be provided by said Association may include, by way of clarification and not limitation, any and all of the following: constructing and maintaining parks, parkways, rights-of-way, easements, esplanades and other public areas; supervising and contracting for the collection and disposition of garbage, ashes, rubbish and the like; maintenance of any Common Area; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots and doing any other thing or things necessary or desirable in the opinion of the Pine Trails Community Improvement Association to keep the property in the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the property, it being understood that the judgment of Pine Trails Community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

3. 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 any Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4. Notice and Quorum for any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or Section 3 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 of 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 (60) days following the preceding meeting.

5. 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 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 assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

6. 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; provided, 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 at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement 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 sixty (60) days written notice of such proposed action, such notice, 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 obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7. Duration. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

8. Annexation. Pine Trails Section One (1) is part of a 541.975 acre tract and the remainder thereof or portions thereof as well as other lands adjacent thereto may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described. If annexed, the Owners of lots in each future section of Pine Trails so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of any Common Areas as may become subject to the jurisdiction of the Association as a result of such annexation and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund hereinabove set forth, provided that each future section of Pine Trails must be impressed with and subject to an annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge imposed hereby, and further such sections shall be made by recorded restrictions subject to the jurisdiction of the Association, and such shall have been accepted into such jurisdiction by resolution of the Board of Directors of the Association. Additional land within the areas containing 541.938 acres described in deed recorded under Film Code No. 170-34-2196 of the Official Public Records of Real Property of Harris County, Texas, may be annexed by Declarant without the resolution of the Board of Directors of said Association as aforesaid and without the consent of the members of said Association within eight years of the date of execution of this instrument by Declarant, provided that the FHA or the VA determine that the annexation is in accord with the general plan heretofore approved by them. Any adjacent land or any of the said 541.938 acres after the five (5) year period, may be annexed only by a two-thirds (2/3) vote of approval by both classes of membership.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition of Committee. The Architectural Control Committee shall be composed of three members, the initial members hereby appointed being Wayne R. Thompson, Jack Franzen and Tom Brooker, each of whose address for purposes hereof is Post Office Box 934, Carrollton, Texas 75006. A majority of the Com-

mittee 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. In the event of the 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 compensation for services performed hereunder.

Section 2. Control Over Maintenance of Dwellings. If in the opinion of the Committee the exterior of any dwelling is in need of repair or maintenance, the Committee shall 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 (30) days of 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 if referred to any attorney for collection.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Term. The foregoing building and use restrictions which are hereby made conditions running with the land shall remain in force and effect for thirty (30) years from the date of this instrument at which time the same shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then property owners of the lots in said Properties shall agree in writing to change said conditions and covenants in whole or in part.

Section 2. Adjacent Property. No obligation is created hereby with respect to property adjacent to or adjoining the Properties and which is part of the larger tract of land owned by Declarant. While Declarant may subdivide other portions of its property, or may subject same to a declaration such as this Declaration, the Declarant shall have no obligation to do so. Any Subdivision Plat or Declaration executed by Declarant with respect to any of its other property may be the same or similar or dissimilar to the Subdivision Plat covering the Properties or any part thereof, or to this Declaration.

Section 3. Enforcement. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any Owner situated in said Properties, including Declarant, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

Section 4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

Section 5. Approval of Lienholders. Morin M. Scott and Theodore F. Callahan, the holders of a lien or liens on a portion of Pine Trails No. 1, a Subdivision in Harris County, Texas, join in the execution hereof to evidence their consent hereto, and hereby subordinate their lien or liens to the provisions hereof.

134-08-0090

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration Dedication of Common Area and amendment to these Restrictions, and the annexation of additional areas.

EXECUTED this 31st day of December, 1975.

ATTEST:



By Becky Williams
Assistant Secretary

FOX & JACOBS, INC.

By Wayne R. Thompson
Wayne R. Thompson,
Director of Design
Declarant

Morin M. Scott
Morin M. Scott
Lienholder

RECORDER'S MEMORANDUM:
The additions on this instrument were present at the time instrument was filed and recorded.

Theodore F. Callahan
Theodore F. Callahan
Lienholder

THE STATE OF TEXAS X

COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared Wayne R. Thompson, Director of Design, FOX & 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 as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office this the 31st day of December

1975.

James K. [Signature]
Notary Public, Dallas County, Texas



RECORDER'S MEMORANDUM:
The changes made on this instrument were present at the time instrument was filed and recorded.

134-08-0091

THE STATE OF X
COUNTY OF X

BEFORE ME, the undersigned authority, on this day personally appeared MORIN M. SCOTT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this the 25th day of November, 1975.

[Signature]
Notary Public, St. Louis County,
Missouri

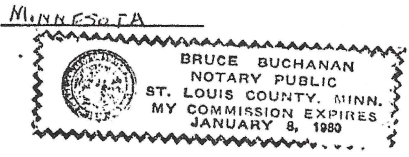


THE STATE OF Minnesota X
COUNTY OF St. Louis X

BEFORE ME, the undersigned authority, on this day personally appeared THEODORE F. CALLAHAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this the 2 day of December, 1975.

[Signature]
Notary Public, St. Louis County,



134-08-0092

FILED
R. J. Montoya
COUNTY CLERK
HARRIS COUNTY, TEXAS

'76 JAN 23 PM 1 14

STATE OF TEXAS }
COUNTY OF HARRIS }

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

JAN 23 1976



R. J. Montoya
COUNTY CLERK,
HARRIS COUNTY, TEXAS

9457823