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MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS DECLARATION made on this day by HOMECRAFT LAND DEVELOPMENT, INC., a Texas corporation, and U.S. HOME CORPORATION, a Delaware corporation, acting herein by and through their respective duly authorized officers, hereinafter collectively referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of those certain tracts of land situated in Brazoria County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Properties", as that term is hereinafter defined).

NOW, THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following assessments, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to COUNTRYPLACE MASTER COMMUNITY ASSOCIATION, INC., formed by Declarant as a non-profit corporation to maintain the common area

owned by the Association, within the Properties, and to collect and disburse maintenance assessments, all in accordance with the charter and By-Laws hereafter promulgated.

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 the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property first hereinabove described and such additions thereto as may hereinafter be brought within the jurisdiction of this Association.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties or any resubdivision thereof with the exception of property designated as "Reserves" or "Common Area", or golf course area, if any, but including any Lots in Reserves within the Properties utilized for residential purposes.

Section 5. "Common Area" shall mean all real property together with any improvements thereon from time to time owned by the Association for the common use and benefit of the Owners; It is expressly stipulated that the Association shall own no interest in the golf course or club operation in connection therewith.

Section 6. "Declarant" shall mean and refer to not only Homecraft Land Development, Inc. and U.S. Home Corporation, but also to all of their successors or assigns (whether immediate or remote).

ARTICLE II
COUNTRYPLACE MASTER COMMUNITY ASSOCIATION, INC.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Subject to the age requirements contained in the Articles of Incorporation of the Association, 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 or will be 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 Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an 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. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.

Class B. The Class B member(s) shall be Declarant or its successors or assigns and shall be entitled to five (5) votes for each Lot, platted or projected, owned. The Class B membership shall cease and be converted to Class A membership on January 1, 1995.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of 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 deed, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall 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 Lot and shall be a continuing lien upon the Lot 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 the Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Properties, including, specifically, the maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment per Lot shall be not more than ONE HUNDRED EIGHTY DOLLARS (\$180.00) per Lot. The Assessment may be payable annually or monthly in the discretion of the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner until cessation of Class B membership, the maximum annual assessment may be increased each year by an amount equal to not more than ten percent (10%) above the maximum annual assessment which could have been made without a vote of the membership in the case of the previous year. After the cessation of Class B membership the Board of Directors of the Association may

increase the maximum annual assessment by an amount equal to not more than twenty (20%) percent above the maximum annual assessment which could have been made without a vote of the membership in the case of the previous year.

(b) The maximum annual assessment may be increased to an amount in excess of the above limitation of the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, as a meeting duly called for such purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessment 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 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 duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) and 4 shall be mailed (by U.S. first class mail) to all members 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 (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but

the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Subject to the next two (2) succeeding sentences, all Lots shall now bear their applicable maintenance fund assessment. Lots which are owned by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Lots which are owned by Declarant, a builder, or a building company shall not be assessed. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots in the Properties owned by persons or entities other than Declarant, a builder or building company on the first day of January, 1986. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar years. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto.

Section 8. Effect of Nonpayment of Assessment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of ten (10%) percent per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. 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.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment 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, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE III

GENERAL PROVISIONS

Section 1. 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 this Declaration. Failure 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 by judgment or court order 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 Properties, for a term of thirty-five (35) 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-five (35) year period by an instrument signed by those Owners owning not less than seventy-five (75%) percent of the Lots within the Properties and thereafter by an instrument signed by those Owners owning not less than sixty (60%) percent of the Lots within Countrygrove. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property in Brazoria County, Texas.

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

Section 5. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible or more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purpose and objectives of this Declaration shall govern.

Section 6. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing

in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

Section 7. 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 membership; provided, that Declarant may annex additional property to the Properties and the Association without such consent of the membership.

Notwithstanding anything contained in this Declaration, the terms and provisions of the Declaration shall not cover nor be deemed to burden any other lands owned by Declarant which are situated adjacent to or near the Property and Declarant, its successors or assigns shall have the right to use any such other lands for any and all uses as Declarant, its successors or assigns may elect in their sole discretion.

Section 8. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

EXECUTED this the 7th day of JULY, 1986.

DECLARANT:

HEMOCRAFT LAND DEVELOPMENT, INC.

By: Christopher J. Hullman
 (Name) CHRISTOPHER J. HULLMAN
 (Capacity) VICE PRESIDENT

