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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
BEAR CREEK VILLAGE, SECTION FIFTEEN (15)

THE STATE OF TEXAS X  
                                  X  
COUNTY OF HARRIS X

04/05/83 00304416 H885459 \* 49.00

THIS DECLARATION, made on the date hereinafter set forth  
by CULLEN CENTER DEVELOPMENT, INC., a Texas corporation and  
FIRST MORTGAGE COMPANY OF TEXAS, INC., a Delaware corporation,  
(hereinafter jointly referred to as "Declarant"), acting herein  
by and through their duly authorized officers.

W I T N E S S E T H:

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WHEREAS, Declarant is the owner of that certain tract of  
land situated in Harris County, Texas, which is more particularly  
described as:

Unrestricted Reserve "A" and Unrestricted  
Reserve "B"

All of said property being in Bear Creek Village, Section  
Fifteen (15), according to the map or plat thereof recorded in  
Volume 306, Page 67, Map Records of Harris County, Texas;

*hid*

FILED  
APR 5 2 39 PM 1983  
*Christa Beckman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Return to:

Marilyn Jones  
First General Realty Company  
P. O. Box 1413  
Houston, Texas 77001

and Declarant desires to impose upon such properties the covenants, conditions and restrictions herein set forth.

NOW THEREFORE, Declarant hereby declares that all 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 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 and the Bear Creek Maintenance Association, Inc.

#### ARTICLE I.

##### DEFINITIONS

Section 1. "Association" shall mean and refer to Bear Creek Maintenance Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

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: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

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Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the- exception of property designated hereon as "Reserves", or "Common Area".

Section 5. "Common Area" shall mean all real property together with the improvements thereon owned by the Association for the common use and benefit of the Owners.

Section 6. "Declarant " shall mean and refer to not only Cullen Center Developemnt, Inc. and First Mortgage Company of Texas, Inc. but also to such of its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the lots in the undeveloped state, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "undeveloped Lot" is any Lot which is not a developed Lot.

## ARTICLE II

### USE RESTRICTIONS

Section 1. Single-Family Residential Construction. No building shall be erected, altered or permitted to remain on any lot other than one detached single-family residential dwelling not to exceed two and one-half (2 ½) stories in height, a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structures may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) in the dwelling and no space in any other structure shall be let or rented.

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This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be James R. Moore, Richard G. Carlson and Wayne McLane. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Declarant may from time to time, without liability of any character for so doing, remove or replace any such members of the Architectural Control Committee as it may in its sole discretion determine. The Declarant, Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

Declarant hereby retains its right to assign the duties, powers and responsibilities of the Architectural Control Committee to Bear Creek Maintenance Association, Inc. when one hundred (100%) percent of all Lots in Bear Creek Village Section Fifteen (15), and all subsequent sections of Bear Creek Village are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Paragraph 2 or elsewhere in this Declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in construction of any building or improvement on any Subdivision Lot and of the size and location of any such building or improvement when, in the sole and final judgement and opinion of the Committee, or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole.

The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances requested, plans, specifications,

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plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved outbuilding), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and/or the terms of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted it being the intention of Declarant that no variances be available except at the discretion of the Architectural Control Committee or if it shall have succeeded to the authority of the Architectural Control Committee, in the manner provided herein, the Board of Directors of the Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

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Section 3. Minimum Square Footage Within Improvements.

The living area on the ground floor of the main residential structure (exclusive of porches, garages, and servants' quarters) shall be not less than Eight Hundred (800) square feet for one-story dwellings. The total living area for a multi-story dwelling shall be not less than One Thousand (1,000) square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which in its sole judgement such deviation would result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of these restrictions to the extent of the particular lot involved.

Section 4. Exterior Materials. The exterior materials of the main residential structure and any attached garage and servants' quarters shall be not less than fifty-one (51%) percent masonry on the ground floor, unless otherwise approved by the Architectural Control Committee.

Section 5. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee.

Section 6. Location of the Improvements Upon the Lot (Zero Line Detached). Improvements may be constructed so as to have one outside wall abutting the side property line designated as the "zero setback line" for that Lot, except in the case of corner lots. Corner lots may have a "zero setback line" opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall not be less than six (6) feet from the dwelling or appurtenant structure or any contiguous Lot(s). No windows,

doors or other openings may be placed in the wall built on or parallel to the zero setback line unless the wall is a minimum of three (3) feet from the zero setback line except that walls on the zero setback line may have openings if such wall faces onto a reserve or easement.

The side wall of the dwelling or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material consisting of masonry with brick-face exterior or other appropriate material as approved by the Architectural Control Committee. The Owner of any adjacent Lot shall not attach anything to a side wall or fence located upon the zero setback line; nor shall the Owner of any adjacent Lot alter in any manner, i.e. structure, color, material or otherwise, a side wall or fence located upon the zero setback line without the (1) written approval of the Architectural Control Committee and (ii) written consent of the adjoining Lot Owners.

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Section 7. Prohibition of Trade and Offensive Activities.

No activity, whether for profit or not, shall be carried on on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 8. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

Further as to Lots and the Common Area adjoining Lots with improvements situated on the zero setback line shall be subject to a three (3) foot access easement for the construction, repair and maintenance of improvements located upon any



adjacent Lot where said improvements are located upon the "Zero setback line" of the adjacent Lot. The zero setback line owner must replace any fencing, landscaping or other items on the adjoining Lot that he may disturb during such construction, repair or maintenance. Additionally, this easement, when used must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. Except in the event of any emergency, the zero setback line owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four hours (24) before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays. In the event of an emergency, no such notice is necessary.

Section 9. Use of Temporary Structures. No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than six (6) feet in height and one hundred twenty (120) square feet of floor space and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 10. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailer, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Section 11. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mineral operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or other natural gas shall be erected, maintained, or permitted upon any Lot.

Section 12. Animal Husbandry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than three (3) of each type animal is kept.

Section 13. Walls, Fences and Hedges. No wall, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 14. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight line at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall

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be placed, planted or permitted to remain on any corner lots.

Section 15. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assigns, may without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, 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 and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

Section 16. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owner or occupants 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 the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, wood piles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring

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Lots, streets or other property.

Section 17. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Declarant, or its assigns, may maintain, as long as it owns property in Bear Creek Village, Section Fifteen (15), or upon such portion of the properties as it may determine, such facilities as in its sole discretion may be necessary, or convenient, including, but without limitation, offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in Bear Creek Village, Section Fifteen (15), and/or subsequent sections of Bear Creek Village) to use residential structures, garages or other permitted accessory buildings for sales offices and display purposes but all rights of Declarant and of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and initial sales period within the area composed of Bear Creek Village, Section Fifteen (15) and subsequent sections of Bear Creek Village.

Section 18. Roofing Material. The roof of any building (including any garage or servant's quarters) shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in color to wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee upon written request.

Section 19. Electronic Antennae. No electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any Lot, house, or building.

Section 20. Sidewalks. Before the dwelling unit is completed and occupied, the Lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet from the boundary line of the Lot and shall extend to the projection of the boundary lines of the Lot into the street right-of-way and/or to street curbs in the case of corner lots. Owners of corner lots shall install such a sidewalk both parallel to the front lot line and parallel to the side street lot line. Such sidewalks shall comply with all Federal, State and County regulations respecting construction and/or specifications, if any.

Section 21. Underground Electric Service. An underground electric distribution system will be installed in that part of Bear Creek Village, Section Fifteen (15), designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Bear Creek Village, Section Fifteen (15). 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 Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such 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 such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with 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 under-  
ground service is maintained in the Underground Residential  
Subdivision, the electric service to each Lot therein shall  
be underground, uniform in character and exclusively of  
the type known as single phase, 120/140 volt, three-wire,  
60-cycle, alternating current.

The electric company has installed the underground  
electric distribution system in the Underground Residential  
Subdivision at no cost to Developer (except for certain  
conduits, where applicable) upon Developer's representation  
that the Underground Residential Subdivision is being developed  
for single-family dwellings and/or townhouses of the usual  
and customary type, constructed upon the premises, designed  
to be permanently located upon the Lot where originally  
constructed and built for sale to bona fide purchasers  
(such category of dwelling and/or townhouses expressly  
excludes, without limitation, mobile homes and duplexes).  
Therefore, should the plans of Lot Owners in the Underground  
Residential Subdivision be changed so that dwellings of a  
different type will be permitted in such Subdivision, the  
company shall not be obligated to provide electric service  
to a Lot where a dwelling of a different type is located  
unless (a) Developer has paid to the company an amount rep-  
resenting the excess in cost, for the entire Underground  
Residential Subdivision, of the underground distribution  
system over the cost of equivalent overhead facilities to  
serve such Subdivision, or (b) the Owner of such Lot, or the  
applicant for service, shall pay to the electric company  
the sum of (1) \$1.75 per front lot foot, it having been  
agreed that such amount reasonably represents the excess in  
cost of the underground distribution system to serve such Lot,  
plus (2) the cost of rearranging and adding any electric  
facilities serving such Lot, which rearrangement and/or

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addition is determined by the company to be necessary.

ARTICLE III

BEAR CREEK MAINTENANCE ASSOCIATION, INC.

MEMBERSHIP AND VOTING RIGHTS

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 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 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:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership including duly annexed areas.

(2) on January 1, 1990.

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## ARTICLE IV

## 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 therefor, 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 interests, 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. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Bear Creek Maintenance Association, Inc. without recourse on Declarant in any manner for the payment of said charge and indebtedness.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties.

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 shall be Four Hundred Eighty Dollars (\$480.00) per Lot.

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 SECRETARY  
 BEAR CREEK MAINTENANCE ASSOCIATION



(a) 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 each year by an amount equal to not more than ten (10%) percent above the maximum assessment which could have been made without a vote of the membership in the case of the previous year.

(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 to an amount in excess of ten (10%) percent 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, at a meeting duly called for such purpose.

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

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessment authorized above, the Association may levy, in any assessment 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 Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U.S. first class mail) to all

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members not less than thirty (30) 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 ( $\frac{1}{2}$ ) 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. All Lots in Bear Creek Village, Section Fifteen (15), shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in Bear Creek Village, Section Fifteen (15), owned by Declarant, are not exempt from assessment. Lots which are occupied 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. Improved Lots in Bear Creek Village, Section Fifteen (15), which are not occupied by a resident and which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half ( $\frac{1}{2}$ ) of the annual assessment above. 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 Lots 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 Bear Creek Village, Section Fifteen (15), on the first day of April, 1983. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Direc-

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tors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The payment 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 and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgement has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment 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 until paid at the maximum rate allowed by law. 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, if any, 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 affect 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 payments which became due prior to such sale or transfer. No sale or transfer shall relieve

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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 V  
GENERAL PROVISIONS

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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 by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which 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 admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facility 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 each infraction of its published rules and regulations.
- (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 for such purposes and subject to such conditions as may be agreed to by the members. No such deviation or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of the members agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Harris County, Texas.

(d) The right of the Association to collect and disburse those funds as set forth in Article IV.

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Bear Creek Maintenance Association, Inc. his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

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 the first twenty (20) year period by an instrument signed by those Owners owning not less than ninety (90%) percent of the Lots within Bear Creek Village, Section Fifteen (15), and thereafter by an instrument signed by those Owners owning not less than seventy-five (75%) percent of the Lots within Bear Creek Village, Section Fifteen (15). 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 of Harris County, Texas.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of membership, however, upon submission and approval by the Federal Housing Administration or the Veterans Administration of a general plan of the entire development and approval of each stage of

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development, such additional stages of development may be annexed by the Bear Creek Maintenance Association, Inc. Board of Directors without such approval by the membership.

Section 7. 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 or the Veterans Administration: annexation of subsequent sections of Bear Creek Village and amendment of this Declaration of Covenants, Conditions and Restrictions.

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.

Section 9. Interpretation. If this Declaration or any work, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 10. 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 provision shall be supplied by inference.

Section 11. Joinder by Community Association. Bear Creek Maintenance Association, Inc. joins herein for the purposes of evidencing its approval and acceptance hereof.

CULLEN CENTER DEVELOPEMNT, INC.

BY:   
Vice President

3  
/r  
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FIRST MORTGAGE COMPANY OF TEXAS, INC. 15

BY: Richard G. Carlson  
Richard G. Carlson

BEAR CREEK MAINTENANCE ASSOCIATION, INC. 15

BY: Wayne McLane  
Wayne McLane

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared M. Rex David, Vice President of CULLEN CENTER DEVELOPEMNT, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29<sup>th</sup> day of March, 1983.



David Houch  
Notary Public in and for  
The State of Texas

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Richard G. Carlson, Vice President of FIRST MORTGAGE COMPANY OF TEXAS, INC., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29<sup>th</sup> day of March, 1983.



REQUIREMENTS FOR NOTARIES:  
1. BE A NATURAL BORN CITIZEN OF THE UNITED STATES  
2. BE AT LEAST 21 YEARS OF AGE AT THE TIME OF APPOINTMENT  
3. BE A RESIDENT OF THE STATE OF TEXAS  
4. BE A RESIDENT OF THE COUNTY IN WHICH APPOINTED  
5. BE A RESIDENT OF THE COUNTY IN WHICH APPOINTED ON THE DATE OF APPOINTMENT  
6. BE A RESIDENT OF THE COUNTY IN WHICH APPOINTED ON THE DATE OF APPOINTMENT  
7. BE A RESIDENT OF THE COUNTY IN WHICH APPOINTED ON THE DATE OF APPOINTMENT  
8. BE A RESIDENT OF THE COUNTY IN WHICH APPOINTED ON THE DATE OF APPOINTMENT  
9. BE A RESIDENT OF THE COUNTY IN WHICH APPOINTED ON THE DATE OF APPOINTMENT  
10. BE A RESIDENT OF THE COUNTY IN WHICH APPOINTED ON THE DATE OF APPOINTMENT

Marilyn P. Jones  
Notary Public in and for  
The State of Texas

MARILYN P. JONES  
Notary Public, State of Texas  
My Commission Expires 7/3/85

THE STATE OF TEXAS }  
                          } X  
COUNTY OF HARRIS    } X

BEFORE ME, the undersigned authority, on this day personally appeared WAYNE HCLANE, President of BEAR CREEK MAINTENANCE ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28<sup>th</sup> day of MARCH, 1983.



*Barbara J. Puckett*  
Notary Public in and for  
The State of Texas

BARBARA J. PUCKETT  
Notary Public - State of Texas  
My Commission Expires Nov. 17, 1985

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

APR 5 1983



*Quita Rodenhauer*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

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