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DECLARATION

132-93-1521

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COBBLESTONE COURT

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Declarant is the owner of that certain real property in Harris County, Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called "the Existing Property"), subject to the liens, encumbrances, restrictions and other matters of whatsoever nature referred to in Exhibit B attached hereto and hereby made a part hereof;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of common facilities to be developed on the Existing Property and such additions as may hereafter be made thereto (as provided in Article II);

WHEREAS, Declarant desires to assure all owners of Assessment Units (hereafter defined) within the Existing Property and such additions as may hereafter be made thereto that open space will continuously be preserved for the

benefit of each such owner and that provisions shall be made for the security of persons and property;

WHEREAS, Declarant desires that all owners of Assessment Units within the Existing Property and such additions as may hereafter be made thereto be assured that property values, open space and common facilities will be maintained;

WHEREAS, Declarant desires to construct or to cause to be constructed on the Existing Property, and such additions thereto as may hereafter be made, dwellings or buildings containing dwelling units intended for single-family residential purposes;

WHEREAS, to accomplish the objectives set forth hereinabove, Declarant desires to subject the Existing Property, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW THEREFORE, Declarant hereby declares that the Existing Property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions,

charges and liens (hereinafter sometimes called "the covenants and restrictions"), which easements, restrictions, covenants, conditions, charges and liens shall run with the Properties (as hereinafter defined) and shall be binding on all parties having or acquiring any right, title or interest, whether legal or equitable, in the Properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Assessment Unit" shall mean and refer both to (i) a Townhouse, and (ii) a Dwelling Unit and the undivided interest in the Building Common Elements appurtenant to such Dwelling Unit.

Section 2. "Association" shall mean and refer to COBBLESTONE COURT OWNER'S ASSOCIATION, INC., its successors and assigns. *1/2*

Section 3. "Building" shall mean and refer to the principal structure constructed by Declarant upon one or more Lots and designated by Declarant as a Building which shall contain Dwelling Units, which designation shall be made by Declarant's filing an instrument for record in the Office of the County Clerk of Harris County, Texas prior to the conveyance of a Dwelling Unit to any Owner other than Declarant.

Section 4. "Building Common Elements" with respect to any Building shall mean all of such Building except for the Dwelling Units in said Building, and shall include the Lot or Lots upon which such Building is situated, and, without limiting the generality of the foregoing, shall include the following:

(1) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communication ways;

(2) All compartments or installations of services to the Building such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, and the like;

(3) In general, all devices or installments existing for common use and all other elements of the Building desirable or rationally of common use or necessary to the existence, upkeep and safety of the Building.

Section 5. "Common Area" shall mean the Existing Property save and except the 60 Lots described in Exhibit C hereto and all real property conveyed to the Association by Declarant in connection with additions to the Existing Property as may hereafter be made pursuant to Article II

hereof and held by the Association for the benefit and for common use and enjoyment of the Owners. The initial Common Area shall be conveyed to the Association by Declarant within thirty (30) days after five (5) of the Lots described in Exhibit C are conveyed to Owners other than Declarant.

Section 6. "Construction Period" with respect to a particular Section shall mean that period of time from the date hereof until one year after all Assessment Units within such Section are conveyed to Owners other than Declarant and construction of Townhouses and Buildings within such Section has been completed; provided, however, that such Construction Period as defined immediately preceding shall be terminated thirty (30) days after written notice from Declarant to the Association of Declarant's intention to terminate such Construction Period.

Section 7. "Declarant" shall mean and refer to GREENMARK INCORPORATED, a Texas corporation, its successors and assigns (i) if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and (ii) if such successors or assigns are designated in writing by GREENMARK INCORPORATED, as a successor or assign of the rights of GREENMARK INCORPORATED under this Declaration.

Section 8. "Dwelling Unit" shall mean an enclosed space consisting of one or more rooms occupying all of a floor or floors in a Building, which enclosed space is not owned in common with Owners of other Dwelling Units in the Building. Each Dwelling Unit shall be described and identified by a number or numbers and a letter or letters, the number referring to the number or numbers of the Lot or Lots, and the letter or letters referring to the floor or floors occupied by the Dwelling Unit, with the letter "A" referring to the first floor, the letter "B" referring to the second floor, and so on. For example, a Dwelling Unit occupying the second and third floors of the Building situated on Lot No. 14 would be identified as "Dwelling Unit No. 14-BC." The boundaries of each Dwelling Unit shall be and are the interior surfaces of the perimeter walls, floor and ceilings, and the exterior surfaces of balconies and terraces; and a Dwelling Unit includes both the portion of the Building so described and the air space so encompassed, excepting Building Common Elements.

Section 9. "Lot" shall mean and refer to any of the 60 lots described in Exhibit C attached hereto and hereby made a part hereof, or any lots on any additions to the Existing Property as may hereafter be made pursuant to Article II hereof, on which there is or may be constructed a Townhouse, a Building or a portion of a Building.

Section 10. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Assessment Unit, but excluding those having such interest merely as security for the performance of an obligation. The Owner of a Townhouse shall also own the Lot upon which the Townhouse is situated, and the Owner of a Dwelling Unit shall also own an undivided interest in the Building Common Elements (including the Lot or Lots) equal to a fraction, the numerator of which shall be one (1), and the denominator of which shall be the total number of Dwelling Units in the Building; provided, however, that no Owner, including Declarant, may sell, convey or lease such Owner's Lot, or interest therein, as the case may be, separately and apart from such Owner's Assessment Unit.

Section 11. "Properties" shall mean and refer to the Existing Property and such additions thereto as may hereafter be made pursuant to Article II hereof.

Section 12. "Section" shall mean and refer to each of (a) the Existing Property and (b) the area covered by each addition, if any, to the Existing Property as may hereafter be made pursuant to Article II hereof.

Section 13. "Townhouse" shall mean and refer to the principal structure (detached, semi-attached and/or attached) constructed by Declarant upon a single Lot and not designated by Declarant as a Building.

ARTICLE II

Annexation of Additional Properties

Section 1. Additions. Declarant shall have the right, without the consent of any other Owner, to bring within the scheme of this Declaration additional properties in future stages of the development, provided that the area covered by any such addition shall be (a) made no later than six (6) years from the date hereof, (b) within 1,000 feet of the Existing Property and (c) contiguous to the Properties as existing at the time of such addition, and further provided that the Properties shall never contain more than 250 Dwelling Units.

Section 2. Supplementary Declaration. The additions authorized under Section 1 of this Article II shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall (i) extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Existing Property.

ARTICLE III

Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Assessment Unit which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Assessment Unit which is subject to assessment by the Association. Ownership of such Assessment Unit shall be the sole qualification for membership.

ARTICLE IV

Section 1. Voting Rights. The Association shall have two classes of voting membership:

Class A. Except as provided under "Class B" below, each Owner as defined in Article I shall be a Class A member. Each Class A member shall be entitled to one vote for each Assessment Unit in which he holds the full fee interest. When the full fee interest in any Assessment Unit is held by more than one person, all such persons shall be members, and the vote for such Assessment Unit shall be exercised as they, among themselves determine, but in no

event shall more than one vote be cast with respect to any Assessment Unit.

Class B. The Class B member(s) shall be Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot or Assessment Unit in which it holds the full fee interest, provided that the Class B membership shall cease upon termination of the Construction Period for the last Section added to the Properties pursuant to Article II hereof.

Section 2. Suspension of Voting Rights. No Owner may exercise a vote hereunder if such Owner is delinquent on the payment of any assessment hereunder on such Owner's Assessment Unit, and the President of the Association shall exercise the vote with respect to such Assessment Unit.

ARTICLE V

Property Rights in Common Area

Section 1. Members' and Tenants' Beneficial Interest of Enjoyment: Every member in residence, every resident tenant of a member and the Declarant shall have a beneficial interest of use and enjoyment in and to the Common Area and such interest shall be appurtenant to and shall pass with the title to every Assessment Unit, subject to the following provisions:

(a) the right of the Association to publish rules and regulations governing use of the Common Area and the improvements and facilities located thereon, and to establish penalties for infractions thereof;

(b) the right of the Association to charge reasonable admission, rental and other fees for the use of any facility situated upon the Common Area;

(c) the right of the Association to borrow money for the purpose of improving the Common Area and facilities;

(d) the right and duty of the Association to suspend the voting rights and right to use of the recreational facilities by a member for (i) any period during which any assessment against his Assessment Unit remains unpaid, and for (ii) a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) (i) the right of Declarant during the Construction Period to convey to any Owner or Owners other than Declarant any strip or strips of land adjoining any Lot and not exceeding two (2) feet in width in order to prevent encroachment of a Townhouse or Building into or upon the Common Area, and upon and after any such conveyance, such strip or strips shall be a part of the appurtenant Lot for all purposes and shall cease to be a part of the Common Area;

(ii) The right of the Declarant during the Construction Period to construct fences or patios extending from Townhouses or Buildings no more than three (3) feet into the Common Area and to dedicate the area within any such fence or patio to the exclusive use of the Owner or Owners of the appurtenant Assessment Unit or Units.

(iii) the right of Declarant during the Construction Period to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(iv) the right of the Association after the Construction Period 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. Except as provided in Section 2 of Articles XI hereof, no such dedication or transfer after the Construction Period shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the aggregate of the votes of the Class A membership and Class B membership (if any) has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than fifteen (15) days nor more than fifty (50) days in advance of any action taken; provided, however, that as used herein the right of the Association to dedicate or transfer part of

the Common Area shall not include the right to subdivide or otherwise permit construction or development of Townhouses, Buildings or other improvements for sale or commercial use;

(f) the right of the Association to adopt, implement and maintain a private security system for the Properties consistent with applicable laws;

(g) the right of the Association to establish rules and regulations governing traffic on the private alleys and driveways within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

(h) the right of the Association to regulate noise within the Properties, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise;

(i) the right of Declarant during the Construction Period, and the right of the Association thereafter to control the visual attractiveness of the Properties, including without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Properties;

(j) the right of the Association to barricade private streets within the Properties, so long as no Owner

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is denied access to such Owner's Assessment Unit, and so long as access to each Assessment unit by the fire and police departments is maintained and not denied.

Section 2. Delegation of Use. Any Assessment Unit or Units may be leased to third parties by the Owner or Owners thereof; provided, however, that no Class A member shall own more than four (4) Assessment Units. Where the Owner of an Assessment Unit leases such Assessment Unit to a tenant, all rights of use and enjoyment to the Common Area appurtenant to such Assessment Unit shall be vested exclusively in such tenant.

Section 3. Title to the Common Area. By execution and delivery of a conveyance or conveyances as provided in the definition of Common Area, the Declarant shall convey fee simple title to the Common Area to the Association for the benefit and use of the Owners. As a right running with the real property and subject to the provisions of Section 1 of this Article V, ownership of each Assessment Unit shall entail the use, benefit and enjoyment of all of the Common Area, including, but not limited to, walks, pavements, driveways, parking areas, entrances and exits owned by the Association, and there shall always be access by both pedestrians and vehicles to and from each Assessment Unit (or designated private parking space with respect to vehicles) to a street dedicated to public use without hindrance

of such communication ways by the Association and/or Owners. The Association shall hold legal title to the Common Area in trust for the benefit and use of the Owners, and may not convey, alienate, hypothecate or mortgage any portion of the Common Area without the consent of all Owners and all holders of first mortgages upon Assessment Units.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Assessment Unit owned without the Properties, hereby covenants, and each Owner of any Assessment Unit by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon, costs of collection thereof and reasonable attorney's fees, as hereinafter provided), shall be a charge on the Assessment Unit and shall be a continuing lien thereon. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the

person who was the Owner of such Assessment Unit at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement, maintenance and preservation of the Properties, services, and facilities devoted to said purposes and related to the use and enjoyment of the Common Area, and of the Townhouses and Buildings situated upon the Properties. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Area; fire, extended coverage and liability insurance for the Townhouses and Buildings; maintenance of the exterior surfaces of the Townhouses and Buildings, including their roofs, as may from time to time be authorized by the Association; construction of other facilities; mowing grass, caring for the grounds, landscaping, caring for the swimming pools, tennis courts, recreational buildings and equipment; garbage pickup; pest control; streets; outdoor lighting; security service for the Properties; water and sewer service furnished

to the Townhouses and Buildings by or through the Association; discharge of any liens on the Common Area any assessment or charges upon the Properties, or any portion thereof, established by any instrument of record at the time this Declaration is filed for record and other charges required by this Declaration or other charges that the Association shall determine to be necessary or desirable to benefit the Owners, including the acquisition of land and improvements located outside of the Properties and the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein.

Section 3. Establishing Annual Assessments.

(a) After consideration of current maintenance costs and future needs of the members and the Properties, the Association shall levy the annual assessment on each Assessment Unit. The annual assessment rate may be changed by the Association from time to time, not more often than once every six (6) months; provided that any such change shall have the assent of two-thirds (2/3) of the aggregate votes of both classes of members who are voting in person or by proxy, at a meeting duly called for the purpose of changing the annual assessment, written notice of which shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

(b) As long as there is a Class B membership, the Association shall charge and collect from Declarant a fraction of the annual assessment charged to Owners other than Declarant on each Lot owned by Declarant until the conveyance of said Lot by Declarant to an Owner other than Declarant, provided that any such fractional charge to Declarant shall not be less than twenty-five percent (25%), nor more than fifty percent (50%), and shall not include any portion of the annual assessment levied for the establishment of reserves.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the aggregate of the votes of both classes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members of or proxies entitled to cast sixty percent (60%) of the aggregate of the votes of both classes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such 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 fifty (50) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Assessment Units except as provided in Section 3(b) hereof, and annual and special assessments may be collected, in the discretion of the Association, on a monthly basis, i.e., 1/12th of the annual assessment on each Assessment Unit each month (but in no event more often than once each calendar month), or annually in advance.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Assessment Units on the first day of the month following the conveyance of the first Assessment Unit

to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Assessment Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association and, unless otherwise provided, the Association shall collect each month from the Owner of each Assessment Unit 1/12th of the annual assessment for such Assessment Unit. The Association shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Assessment Unit have been paid. A reasonable charge may be made by the Association for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. The Association shall suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Assessment Unit remains unpaid.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest permitted by law and such assessment and interest shall become a continuing lien on the Assessment Unit which shall bind such Assessment Unit (together with the Lot or interest in the Lot appurtenant thereto) in the hands of the then Owner, his heirs, devisees, personal representative and assigns. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Assessment Unit, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to an Assessment Unit, shall expressly vest in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in Article 3810 of the Texas Revised Civil Statutes, and such Owner by acceptance of a deed to an Assessment Unit expressly grants to the Association a power of sale in connection with said lien.

The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Owners. The Association acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder. No Owner may waive or otherwise escape liability for the assessments provided for herein by leasing his Assessment Unit or Units, by non-use of the Common Area, or by abandonment of his Assessment Unit or Units.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Assessment Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Assessment Unit. Sale or transfer of any Assessment Unit shall not affect the assessment lien; provided, however, the sale or transfer of any Assessment Unit pursuant to a foreclosure under such purchase-money or improvement mortgages shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer. No sale or transfer shall relieve such Assessment Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority, and

(b) the Common Area.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Insurance.

(a) The Association, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. The Association shall also obtain and maintain hazard insurance at replacement value for all the Townhouses and Buildings (exclusive of any improvements, additions or betterments made to Townhouses or Dwelling Units by the Owners) and all improvements and items of personal property in the Common Area held by the Association. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written in the name of the Association and the Owners in accordance with the terms of this Declaration, and

the Owners will cooperate with the Association by doing any and all such acts and things as may be necessary to effect such insurance. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, liability insurance, theft insurance, insurance on any interior improvements, additions or betterments made by such Owner to his Townhouse or Dwelling Unit, as the case may be, and other insurance covering personal property damage and loss.

(b) In the event of damage or destruction by fire or other casualty to any Townhouse, Building, garage, storage area or other property covered by insurance carried and maintained by the Association, the insurance proceeds shall be paid to the Association (notwithstanding any provision to the contrary in any mortgage or mortgages covering any such property), and the Association shall, to the extent the Association receives the insurance proceeds, have the duty and obligation to repair or rebuild such damaged or destroyed portions of the Townhouse, Building, garage and storage area in a good workmanlike manner in conformance with the original plans and specifications of said Building or other property. The Owners shall have the duty and obligation to sign any documents or to any things which may be reasonably necessary to enable the Association to fulfill its obligation to

collect and receive such insurance proceeds and to repair or rebuild such damaged property.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall (including, without limitation, patio walls and fences) which is built as a part of a Townhouse or Building upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owner of a Townhouse or Dwelling Unit, as the case may be, shall not cut through or make any penetration through a party wall for any purpose whatsoever without (i) the prior written consent of the adjoining owner affected by such penetration and (ii) the prior written consent of the Declarant during the Construction Period.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 3. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner

under this Article shall be appurtenant to and run with land and shall pass to such Owner's successors in title.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced or erected upon any Lot after its purchase from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by either Declarant or the Association, as appropriate, as to harmony of external design and location in relation to surrounding structures and topography. Until the end of the Construction Period, plans and specifications for proposed changes or alterations shall be submitted to Declarant for approval or disapproval. From and after such time, plans and specifications shall be submitted to the Association for approval or disapproval, or by an architectural committee composed of two (2) or more representatives appointed by the Association. In the event the appropriate approving authority (Declarant during the Construction Period and Association or its appointed representatives thereafter) fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications

have been submitted to it, such plans and specifications will be deemed disapproved.

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association (or its representative) shall have the right to enter any Lot and/or Assessment Unit for the purpose of performing its duties hereunder and shall provide exterior maintenance upon each Assessment Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (excluding glass, windows, light bulbs, awnings, door fixtures and hardware), trees, shrubs and grass (except as otherwise provided in Section 15 of Article X hereof), outdoor lighting, walks, driveways, parking areas, and other exterior improvements. The necessity for exterior maintenance shall be determined solely by the Association. Maintenance and repair of all other areas and items shall be the sole responsibility of the individual Owner, unless the Association shall determine, in the Association's sole discretion, that maintenance, repair or care of other items or areas by Association or its representative would be in the best interest of the Owners.

The Association shall have no responsibility or duty to maintain or repair Building Common Elements except as otherwise specifically provided herein.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and is not covered or paid for by insurance on such Assessment Unit, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Assessment Unit is subject.

ARTICLE X

USE RESTRICTIONS

Section 1. All buildings or structures on the property shall be of new construction.

Section 2. Each Assessment Unit conveyed shall be designated by a separate legal description or designation and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 3. The Lots and Assessment Units shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that Declarant may use one or more Lots, or the Townhouses

or Buildings situated thereon, as sales offices and/or furnished models for a period ending one year after the Construction Period for the last Section added to the Properties pursuant to Article II hereof, and further provided, that Declarant may lease Assessment Units for single-family residential purposes during such period.

An owner or resident shall not use a Lot or Assessment Unit in such a manner so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

Any garage and/or any adjoining driveway area on any Lot shall be used for the parking of operative vehicles only. Said garage and the adjoining driveway area shall not be used for a storage area for anything judged to be a nuisance by the Association or its appointed representative. Garage doors shall be kept closed except while in use.

No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Lots.

No Owner may engage in any activity within the Properties which has the effect of increasing premiums for any insurance carried by the Association.

Section 4. No buildings other than Townhouses and Buildings shall be constructed on the Lots.

Section 5. No building or structure shall be moved onto the Lots.

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Section 6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be permitted on any Lot at any time; provided, however, that Declarant or the Association may erect temporary structures for use in connection with the construction of the Townhouses and Buildings.

Section 7. No advertising signs (except one "For Sale" sign of not more than five square feet per Assessment Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on a Lot.

Section 8. Notwithstanding the foregoing, Declarant may maintain, during the period ending one (1) year after the termination of the Construction Period for the last Section added to the Properties pursuant to Article II hereof, in or upon such portions of the Properties as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including but without limitation, construction trailers, offices, storage areas, model units and signs.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats or other common household pets (not to exceed a total of two (2) pets per Assessment Unit), provided that they are not kept, bred or maintained for any commercial

purposes. All permitted household pets shall be kept inside the Assessment Unit and enclosed patio area, if any, of such Assessment Unit at all times, except that pets may be taken to areas designated by the Association (or Declarant during the Construction Period) if such pets are and remain leashed at all times when outside an Assessment Unit.

Section 10. All rubbish, trash, or garbage from a Lot shall be kept in areas designated for such purposes by the Association and shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon.

Section 11. Outdoor drying of clothes shall not be permitted.

Section 12. Without prior written authorization of the Association no television or radio antennas, or flagpoles of any sort shall be placed, allowed or maintained on any Townhouse, Building or Lot or any portion of the exterior of the improvements located on the Properties, nor upon any structure situated upon the Properties.

Section 13. All fixtures and equipment installed within a Townhouse or Building, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the Assessment Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of

another Assessment Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Assessment Units or their Owners.

Section 14. No vehicle other than vehicles owned by Declarant shall be parked on streets or alleys. No vehicle, other than licensed, operable passenger cars, vans, pickup trucks or motorcycles, shall be parked in driveways so as to be visible from the streets. No vehicles shall be parked so as to obstruct ingress and egress by Owners, their families, guests and invitees except for emergency purposes. For a period not to exceed forty-eight (48) hours, family, guests and invitees of Owners, may park their vehicles in the guest parking areas within the Properties provided for such purpose. Guest parking areas are not intended for use by the Owners for parking or storing boats, trailers, camping units, personal vehicles or anything judged to be a nuisance by the Association, and the Association may insure the proper use of said areas in such manner it deems necessary.

Section 15. Except in the individual patio area, if any, appurtenant to an Assessment Unit, as designated by Declarant for such Assessment Unit, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said properties, except as installed in accordance with the initial construction of the

Townhouse or Building or as approved by Declarant during the Construction Period or the Association after the Construction Period. As used in this Declaration, the term "patio" shall mean the private space enclosed by a fence or wall within a Lot which is adjacent to an Owner's Assessment Unit. All other area outside of an Assessment Unit, whether or not within a Lot, shall be deemed to be a part of the Common Area for all purposes, including without limitation, maintenance, care and regulation by the Association. Maintenance, upkeep and repairs of any patio and the interior surfaces of any fences or walls enclosing any patio shall be the sole responsibility of the individual Owner and not in any manner the responsibility of the Association.

ARTICLE XI

EASEMENTS

Section 1. Each Townhouse, Building and Lot and the properties included in the Common Area shall be subject to an easement for encroachments created by construction, settling and over-hang of the structures built by Declarant and/or Association. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. Said easement shall not be considered an unlimited easement and the final decision as to the reasonableness of such easement shall rest with the Declarant

until such time as all Assessment Units are conveyed by Declarant to Owners, and thereafter such decision shall rest with the Association.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Properties for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephone, electricity, gas and cable television. Also, there is hereby created a blanket easement upon, across, over and under all of the Properties for ingress and egress for the purpose of maintaining building exteriors and landscape, shrubs and grass. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across and under the roofs and exterior walls of the Townhouses and Buildings. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the Properties until approved by the Declarant during the Construction Period or by the Association thereafter; provided, however, that no approval of any Owner other than Declarant shall be required. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific

easement on the Properties by separate recordable instrument, the Declarant during the Construction Period and the Association thereafter, without the joinder or consent of any Owner other than Declarant, shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3.

(a) In the event an underground electric distribution system is installed, the Association shall, at its 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 each 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 Assessment Unit. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Association shall, at its cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each structure.

132-93-1556

For so long as underground service is maintained, the electric service to each Assessment Unit shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

(b) Should this Declaration be amended pursuant to Section 3 of Article XII hereof so that dwellings other than Townhouses or Dwelling Units are permitted in the Properties, the electric company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (i) the Association has paid to the electric company an amount representing the excess in cost, for the Properties, of the underground distribution system over the cost of equivalent overhead facilities to serve the Properties, or (ii) the owner or owners of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) \$2.00 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 over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot which rearrangement and/or addition is determined by the electric company to be necessary.

Section 4. The Owners of the respective Assessment Units shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Assessment Units, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Assessment Unit.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown by the instruments recorded in the office of the County Clerk of Harris County, Texas and by instruments that may hereafter be recorded in said office as provided in Section 2 of this Article XI above. Copies of these shall be kept on file by the Association. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

Section 6. Each Assessment Unit is hereby permanently assigned no less than one carport space as indicated on Exhibit D attached hereto and hereby made a part hereof, and the Owner or Owners of each Assessment Unit shall have the

exclusive right and easement to use the carport space assigned to such Assessment Unit.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens 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. Similarly, failure by the Association or by any Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision hereof and all such other provisions shall remain in full force and effect.

Section 3. Term, Termination and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any

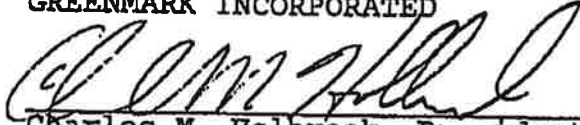
Assessment Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that in the event an instrument signed by members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership and declaring that this Declaration shall be terminated is filed for record in Harris County, Texas, at least one hundred twenty (120) days before the expiration of the initial twenty-five (25) year period or any subsequent ten (10) year period, then this Declaration shall terminate at the end of such 25-year period or such 10-year period, as the case may be. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by members entitled to cast not less than eighty percent (80%) of the aggregate of the votes of both classes of membership. Any amendment must be properly recorded in Harris County, Texas.

Section 4. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as through in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of July, 1979.

(5)
13,

GREENMARK INCORPORATED



Charles M. Holbrook, President

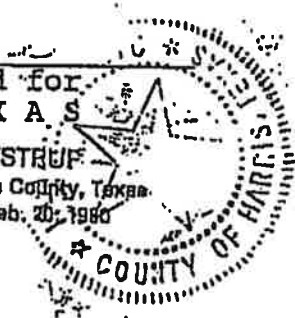
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Charles M. Holbrook, President of GREENMARK INCORPORATED, a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of July, 1979.

Notary Public in and for
Harris County, TEXAS

KENDALL K. NOWSTREUF
Notary Public in and for Harris County, Texas
My Commission expires Feb. 20, 1980



132-93-1561

JOINDER OF MORTGAGEE

The undersigned, First City National Bank of Houston, being the owner and holder of an existing mortgage and liens upon and against the real property described in Exhibit A attached hereto and defined as "the Existing Property" in the foregoing Declaration, as such mortgagee and lienholder does hereby consent to and join in said Declaration and the exhibits attached hereto.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Assessment Units and Lots and all appurtenances thereto, and all of the Common Area, subject to this Declaration.

SIGNED AND ATTESTED by the undersigned officers of said First City National Bank of Houston hereunto authorized; this the 29th day of June, 1979.

FIRST CITY NATIONAL BANK OF HOUSTON

By


Vice President

132-93-1562

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD L. THOMPSON, Vice President of First City National Bank of Houston, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said First City National Bank of Houston, a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of June, 1979.

Grace L. Sontag
Notary Public in and for
HARRIS County, TEXAS

GRACE L. SONTAG
Notary Public in Harris County, Texas
My Commission Expires June 8, 1981

132-93-1563

JOINDER OF MORTGAGEE

The undersigned, Lakeside Venture, a joint venture composed of First General Realty Corporation and Joventex Corporation, both corporations, which joint venture, being the owner and holder of an existing mortgage and liens upon and against the real property described in Exhibit A attached hereto and defined as "the Existing Property" in the foregoing Declaration, as such mortgagee and lienholder does hereby consent to and join in said Declaration and the exhibits attached hereto.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Assessment Units and Lots and all appurtenances thereto, and all of the Common Area, subject to this Declaration.

SIGNED AND ATTESTED by the undersigned officers of said First General Realty Corporation and Joventex Corporation

hereunto authorized, this the 29 day of JUNE, 1979.

132-93-1564

LAKESIDE VENTURE, a joint venture ³
composed of First General Realty
Corporation and Joventex Corporation.

By: FIRST GENERAL REALTY CORPORATION

By H. F. Schoenberger
Vice President

By: JOVENTEX CORPORATION

By H. F. Schoenberger
Sr. Vice President

THE STATE OF Texas §
COUNTY OF Harris §

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

BEFORE ME, the undersigned authority, on this day
personally appeared H. F. Schoenberger, Vice
President of First General Realty Corporation, know to me to
be the person and officer whose name is subscribed to the
foregoing instrument, and acknowledged to me that the same
was the act of the said First General Realty Corporation,
and that he executed the same as the act and deed of such
corporation for the purposes and consideration therein
expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
3rd day of July, 1979.

Ana Cristina Faragher
Notary Public in and for
Harris County, Texas

ANA CRISTINA FARAGHER
MY COMMISSION EXPIRES Sept 26, 1980

132-93-1565

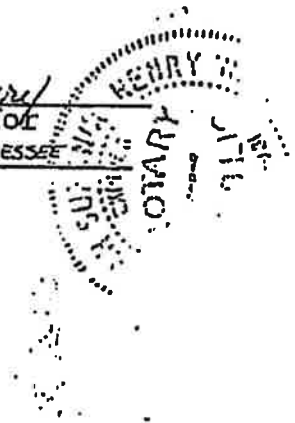
THE STATE OF TENNESSEE §

COUNTY OF DAVIDSON §

BEFORE ME, the undersigned authority, on this day personally appeared J. FRED HUMMEL, Senior Vice President of Joventex Corporation, know to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Joventex Corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of JUNE, 1979.

Carlah Suzanne & Sons
Notary Public in and for
DAVIDSON County, TENNESSEE



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