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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COLONIES, CONCORD COLONY (SECTION ONE) (A RESIDENTIAL SUBDIVISION)

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HARRIS §

WHEREAS, CARMA DEVELOPERS (TEXAS) INC., a Texas corporation (herein referred to as "Carma") and LANGHAM ASSOCIATES, a joint venture composed of the entities hereinafter set forth (herein referred to as "Langham"), both Carma and Langham being hereinafter sometimes jointly referred to as the "Declarant", are the owners of all that certain tract of land known as THE COLONIES, CONCORD COLONY (Section One), a subdivision of 89.8323 acres out of the Michael McCormick Survey, Abstract 533, in Harris County, Texas, according to the plat thereof filed for record on February 28, 1977, and duly recorded on March 1, 1977, in Volume 246, page 143 of the Map Records of Harris County, Texas; and

WHEREAS, the Declarant intends to adopt and impose on all of the property located within The Colonies, Concord Colony (Section One), mutually beneficial covenants, conditions and restrictions under a general and uniform plan or scheme for the benefit of the present and future owners thereof;

NOW THEREFORE, the Declarant does establish and declare that all of said property comprising the subdivision known as The Colonies, Concord Colony (Section One) is held and shall be held, developed, conveyed, encumbered, rented, leased, used, occupied and improved subject to the following easements, limitations, restrictions, covenants and conditions, all of which are declared and agreed to be for the purposes of enhancing and perfecting the value, desirability and attractiveness of said property and every part thereof and that all of the limitations, covenants, restrictions and conditions shall run with the land, and shall be binding on all parties having, claiming or acquiring any right, title or interest in the said property or any part thereof, their heirs, executors, administrators, legal representatives, successors and assigns, and shall be for and inure to the benefit of each owner of any portion of said property, or any interest therein, their heirs, executors, administrators, legal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

1.1 "The property" shall mean and refer to that certain 89.8323 acre tract of land hereinabove described which has been subdivided and platted into and comprises the subdivision known as THE COLONIES, CONCORD COLONY (SECTION ONE), according to the map or plat thereof recorded as stated above, unless the context in which it is used shall be in reference to other property.

Return to:

GEORGE N. WARD, JR. 2110 KENNEDY BLVD. DALLAS, TEXAS 75202

Additional land owned by Carma in the Michael McCormick Survey, Abstract 533, Harris County, Texas, may be added or annexed by Carma, its successors or assigns, to the property subjected to this Declaration at any time or from time to time, within fifteen (15) years from the date of this instrument; however, Carma shall not be obligated to add or annex such additional land.

1.2 "Subdivision" shall mean and refer to THE COLONIES, CONCORD COLONY (SECTION ONE), according to the above-mentioned record thereof, and the property encompassed by its boundaries.

1.3 "Map" or "Plat" shall mean and refer to the map or plat of THE COLONIES, CONCORD COLONY (SECTION ONE), recorded as above stated, unless the context in which either is used shall be in reference to a different map or plat.

1.4 "Lot" and/or "Lots" shall mean and refer to each of the three hundred five (305) lots or parcels of land as shown on the Map or Plat of the Subdivision.

1.5 "Easement" shall mean and refer to the various utility or other easements of record, those shown on the Map or Plat of the Subdivision and such other easements as are created, reserved or referred to in this Declaration.

1.6 "Homeowner" or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to any Lot, including, without limitation, contract purchasers and any person or entity holding record title as Trustee, Nominee (or similar capacity), but excluding those having such interest merely as security for the performance of an obligation, and further excluding the Declarant, unless specifically included in any provision hereinafter contained.

1.7 "Association" shall mean and refer to CONCORD COLONY HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

1.8 "Maintenance Fund" shall mean the monies collected from the Maintenance Charge established and provided for in Article V hereof.

1.9 "Maintenance Charge" shall mean the charges per Lot provided for and set out in Article V hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 The Plat of the Subdivision dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Plat further establishes certain restrictions applicable to the property, including, without limitation, certain minimum setback lines, and such Plat further designates certain Reserves, being Restricted Reserves A and B as shown thereon, and such Reserves A and B shall not be a part of the property, nor subject to the provisions hereof, unless otherwise specifically provided herein. The said Reserves A and B shall be unrestricted, except for the dedications, limitations, restrictions and reservations shown on the Plat specifically relating to the said Reserves; provided that nothing herein nor therein shall restrict the use of said Reserve tracts.

2.2 Declarant reserves either for itself or for third parties the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining, replacing and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, water, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the property.

2.3 It is expressly agreed and understood that the title conveyed by Cerna or Langham to any Lot or parcel of land within the property by contract, deed or other conveyance shall be subject to any easement affecting same for roadways, drainage, water, gas, sanitary sewer, storm sewer, electric light, electric power, fences or other similar improvements, telegraph or telephone purposes, and shall convey (except for deeds from Langham to Cerna) no interest in any pipes, lines, poles or conduits, fences or other improvements or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the property, or any adjoining property, and where not affected, and the right to maintain, repair, replace, sell or lease such appurtenances to any municipality or other governmental agency, or to any public service corporation or to any other party, is hereby expressly reserved.

2.4 Neither Declarant nor any utility company or governmental body using the easements herein referred to shall be liable for any damages done by them or their successors, assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers, or other property of the Homeowner situated on the land covered by said easements.

2.5 With respect to the following described Lots located within the Subdivision and located either along West Little York Road or Addicks-Satsuma Road, the Declarant hereby reserves, for themselves and their successors and assigns, a two foot (2') wide non-exclusive unobstructed easement adjacent and parallel to each of the rear or side Lot lines of the Lots herein described which either back or side on West Little York Road and Addicks-Satsuma Road, together with the right of ingress and egress to said easements, for the purpose (without any liability or obligation whatsoever on the Declarant, their successors and assigns) of constructing, maintaining, repairing and reconstructing a fence or wall thereon. Such easements herein reserved shall remain unobstructed by any building, slab, tree, shrubbery or other structure and such fence or wall which may be constructed thereon shall be and remain the sole and exclusive property of the Declarant, or whichever one of them may construct such fence or wall thereon.

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| Block 3 | - | Lots 1 through 4, inclusive, and Lot 32 |
| Block 4 | - | Lot 1 and Lot 30 |
| Block 5 | - | Lots 1 through 11, inclusive |
| Block 6 | - | Lot 11 and Lot 12 |
| Block 7 | - | Lot 11 and Lot 12 |
| Block 8 | - | Lot 11 and Lot 12 |
| Block 9 | - | Lot 11 and Lot 12 |
| Block 10 | - | Lots 1 through 6, inclusive |
| Block 12 | - | Lot 1 |

ARTICLE III
RESTRICTIONS

3.1 Residential Use: Each Lot (including land and improvements) in the Subdivision shall be used and occupied for private single-family residence purposes only. No Homeowner or other occupant shall use or occupy a Lot, or permit the same or any part thereof to be used or occupied for any purpose other than as a private single-family residence for the Homeowner or his tenant and their respective families (including bona fide domestic servants). No activity, including, without limitation, any business, trade or profession, either apart from or in connection with a private single-family residence, whether for profit or not, shall be carried on any Lot which is not related to private single-family residence purposes except on those Lots which may be designated from time to time by Declarant, its successors or assigns, to be used for sales offices, model home sites, construction offices, storage yards and buildings during the construction and sales period for the Subdivision. During the period of time that said Lots are so utilized, the storage yards and buildings or structures constructed or situated thereon shall not be subject to the conditions, covenants or restrictions herein set out.

3.2 Temporary and Other Structures: No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, basement or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

No structure of a temporary character, trailer, mobile home, modular home, tent, shack, barn, or any other structure or building, other than the residence house to be built thereon, shall be placed on any Lot either temporarily or permanently, and no residence shall be moved upon any Lot from another location; except, however, that during the construction and sales period of the residence houses, a builder may, upon obtaining permission of and on such conditions specified by Declarant, erect and maintain such temporary structures on any Lot as is customary in connection with the construction and sale of residence houses, including, without limitation, a temporary office building, storage area, signs and sales and construction office or offices.

3.3 Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment: No boats, trailers, camping units, buses, trucks, recreational vehicles, inoperative vehicles of any kind, self-propelled or towable equipment and machinery, or other similar items of conveyances shall be parked or stored permanently or semi-permanently (which shall be deemed to be a period of time not to exceed 48 hours) on any public street, right-of-way, or Lot, except in an enclosed structure or in an area adequately screened so as not to be seen from any other Lot or the street, except that:

- (i) during construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time necessary therefor;
- (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition.

3.4 Residence Buildings and Garages: No building shall be built, placed, erected, altered or permitted to remain on any Lot, other than one detached single-family residential dwelling not to

exceed two (2) stories in height, and a detached or attached private garage for not more than three (3) cars and bona fide servant's quarters, which structure shall not exceed the main residential dwelling in height or number of stories.

3.5 Materials, Construction Standards and Architectural Control: No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony with existing structures, with respect to exterior design and color, with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

3.6 Minimum Square Footage: The living area of the main residential dwelling, exclusive of garages and open porches, shall be not less than 1,550 square feet for either a one-story or two-story dwelling, provided that a two-story dwelling must not have less than 1,000 square feet on the ground floor. No more than one dwelling unit shall be built on any one Lot. With each residential dwelling, there shall be an attached or detached garage of a minimum two (2) car capacity.

3.7 Building Setback Lines: No building or structure shall be located on any Lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the Plat. No building or structure shall be located on any Lot nearer than ten (10) feet to any side or rear street line. No building or structure shall be located nearer than five (5) feet to an interior Lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front Lot line may be a minimum distance of three (3) feet from an interior Lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building or structure, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Except on corner Lots, no garage located closer than twenty (20) feet behind the front of the main building line shall face and open at less than a ninety (90) degree angle to the front property line of the Lot on which it is to be located, and such facing shall be to the center of the Lot and not to the outside boundary line of the Lot, provided, however, that the Architectural Control Committee may permit a variance therefrom to allow a garage to face and open toward the front property line of the Lot on which it is to be located, except that there shall not be permitted more than one (1) such garage out of a row of five (5) along any one side of a street within the Subdivision. The particular Lot on which such garages may be permitted shall be within the sole discretion of the Architectural Control Committee.

Garage doors for all garages located closer than twenty (20) feet behind the front of the main building line (whether facing the front property line or an interior Lot line) shall be architecturally designed doors and no windows shall be permitted in such doors.

All garage doors shall remain closed at all times, except when necessary to be open for access thereto or for ingress and egress to and from such garage.

3.8 Brick or Masonry Finish: The exterior finish or construction of any residential dwelling shall be at least fifty-one percent (51%) brick, stone, or other masonry, unless otherwise first approved in writing by the Architectural Control Committee. In computing such percentage, roof areas shall be excluded, but attached garages or other structures constituting part of the residential dwelling shall be included.

3.9 Roofs: The approved roofing material of any building shall be constructed or covered with either wood shingles (No. 1 or better grade) or composition type shingles (of 300# or heavier weight), with a 25 year warranty by the manufacturer, and shall be GAF Timberline, Bird & Son Architect 70 or equal. Any other materials as well as approved colors of composition shingles shall be approved by the Architectural Control Committee.

3.10 Driveways and Sidewalks: Each Lot shall have driveway access to the public street on which the Lot fronts and shall not have driveway access to a public street on which it may side unless it is a corner Lot or is first approved by the Architectural Control Committee, provided, that notwithstanding the foregoing, any Lot (whether corner or otherwise) shall not have driveway access to either West Little York Road or Addicks-Satsuma Road. Before the residence constructed on the Lot is completed, the Homeowner shall construct and maintain a concrete driveway from the garage to the abutting public street, including the portion in the street easement, and he shall construct and repair any necessary work or damage to the public street occasioned by connecting the driveway thereto.

No front sidewalks of any type parallel to any street shall be constructed or permitted on any Lot in the Subdivision. (This shall not prohibit walkways from either a driveway or the street to the front of the residential dwelling.)

3.11 Landscaping: The Homeowner of each Lot, as a minimum, prior to completion of the construction of a residential dwelling shall solid sod with grass the area between his residential dwelling and the curb line(s) of the abutting street(s). The grass shall be of a type and within standards approved by the Architectural Control Committee.

3.12 Mailboxes: Before the residence constructed on the Lot is completed, the Homeowner shall install one mailbox per residence and house numbers on the residence of type, color and quality and in the location prescribed by the Architectural Control Committee.

3.13 Fences, Planters, Hedges: No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained nearer to the front Lot line than the front building line. Except as provided to the contrary in paragraph 2.5 hereof, no side fence shall be located on any Lot nearer than the building line setback shown on the Plat.

No side or rear fence, wall or hedge shall be more than six (6) feet high. All fences and walls shall be of cedar construction or better, color to be approved by the Architectural Control Committee. No fence or wall shall be of wire or chain link construction.

No object or thing shall be placed or planted on corner Lots which obstructs sight lines at elevations between two (2)

and six (6) feet above the top of the street curb within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extension thereof).

3.14 Signs and Billboards: No signs, advertisements, billboards or advertising signs of any kind (except those signs and billboards installed or approved for installation by the Architectural Control Committee) shall be displayed to public view on any Lot or portion of the Subdivision, except one sign for each Lot, which sign may have one maximum dimension of twenty-four inches (24") and a maximum area of 576 square inches, advertising the Lot for sale or rent. The Architectural Control Committee shall have the right to remove any non-conforming sign, advertisement or billboard or structure which is placed on a Lot, and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith or arising from such removal.

3.15 Antennas: No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or buildings constructed in the Subdivision. Television antennas may be attached to the main residential house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the main residential dwelling so as to be hidden from sight when viewed from the abutting street in front of the Lot and shall not exceed the height of the main residential structure by more than ten (10) feet. Only one (1) antenna per Lot shall be permitted. In all cases, no antenna shall be erected as a free-standing structure.

3.16 Easements and Utilities: Easements for installation and maintenance of utilities are served as shown and provided for on the Plat, and no structures shall be erected on any of said easements. Neither Declarant nor any utility company or governmental entity using the easements shall be liable for any damage done by any of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Homeowner located on the land covered by said easements.

Underground electric, gas and telephone service shall be available to all Lots in the Subdivision, and the utility companies furnishing the service shall have easements as shown on the Plat. The Homeowner of each Lot shall, at his or her own cost and expense, 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 Homeowner of each Lot shall, at his or her own cost and expense, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company for the residence constructed on such Homeowner's Lot.) For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single-phase, 240/120-volt, three-wire, 60 cycle alternating current.

Easements for the underground service may be crossed by driveways and walkways provided that Declarant or builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Declarant nor any utility company using the 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 other improvements (other than crossing driveways or walkways, providing conduit has been installed as outlined above) of the Homeowner located on the land covered by said easements.

In the event that audio and video communication services and utilities are made available to any of the Lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon the Lot, and in a direct line from said nearest utility easement to said point of connection.

3.17 Nuisance: No nuisance shall ever be erected, placed, or remain upon any property in the Subdivision, and no noxious or offensive activity shall be carried on or permitted upon any Lot or property nor shall anything be done thereon which may be or become an annoyance, nuisance or danger to the health or disturbance of reasonable enjoyment of other Homeowners or the neighborhood.

No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street or driveway.

The Association is authorized to determine what constitutes a nuisance.

3.18 Garbage, Refuse and Garbage Collection: No trash, rubbish, garbage, manure or debris of any kind shall be kept or allowed to remain on any Lot. The Homeowner of each Lot shall remove such prohibited matter from the Lot at his or her sole cost and expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from any adjoining Lot. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

Garbage cans or containers, recreational equipment, boxes, cartons, tools and like equipment shall be stored only in garages or storage areas adequately screened from view to the satisfaction of the Association.

Declarant or the Association shall have the right, but not the obligation, to contract for garbage and rubbish pickup service on behalf of all Lots, and to charge or have the garbage contractor charge the Owner of each Lot for his prorata share of the cost thereof. Payment for such service may be on a monthly, quarterly,

or semi-annual basis, at the discretion of Declarant or the Association, and may be payable in advance. Such charge shall be in addition to the Maintenance Charge provided in Article V hereof.

If a garbage charge for any billing period (whether monthly, quarterly or semi-annually) is not paid on or before the first day of the billing period, or within ten (10) days after notice thereof is mailed to the Owner of the Lot to be charged, whichever is the later, the garbage charge shall bear interest thereafter at the rate of ten percent (10%) per annum until paid. The garbage charge and any interest thereon shall be the personal obligation of the Owner of the Lot receiving the garbage service (but not of such Owner's successors in title unless expressly assumed by them), and shall be secured by a continuing lien on such Lot, including improvements thereon, which shall be binding on such property in the hands of the then Owner thereof, his heirs, executors, administrators, representatives, successors and assigns. Declarant or the Association may bring an action at law to foreclose the lien securing the garbage charge and there shall be added to the amount of the garbage charge the interest thereon and all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit. At its discretion, Declarant or the Association may discontinue garbage service to any Lot which is in default hereunder, until all amounts in arrears, including the interest called for herein, have been paid in full.

With respect to each Lot, the lien provided for herein shall be subordinate to the same liens to which the Maintenance Charge provided for in Article V is subordinate pursuant to the provisions thereof, and may be subordinated to any other lien by Declarant or the Association, in the discretion of its Board of Directors.

3.19 Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except domestic dogs, cats or other household pets, provided they are not bred or kept for commercial purposes nor kept or maintained in unreasonable numbers. All animals or pets must be leashed or restrained within an adequate enclosure. If such household pets are kept on any Lot, they must be confined to a fenced back yard (such fence shall encompass the width of the entire back yard) or kept within the main residential dwelling.

Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity.

3.20 Removal of Dirt and Trees: The digging of dirt or the removal of any dirt from any Lot or property in the Subdivision is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. No trees shall be cut from any Lot or any property in the Subdivision, except to provide room for construction of improvements or to remove dead or unsightly trees.

3.21 Clothes Lines: No clothing or other material shall be aired or dried in the Subdivision, except in an enclosed structure, or in an area adequately screened so as not to be seen from other Lots, streets or any other areas.

3.22 Lot Maintenance: All Lots shall be kept at all times in a sanitary, healthful, safe and attractive condition, and the

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Homeowner or occupant of all Lots shall keep all weeds and grass thereon cut 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, or permit the accumulation of garbage, trash or rubbish, except by use of an incinerator approved by Declarant, its successors or assigns, and then only during such conditions as permitted by law. All yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of any Lots, streets or other property in the Subdivision.

In the event of default on the part of the Homeowner 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 assignee, may, without liability to the Homeowners or occupant, in trespass or otherwise, enter upon said Lot and 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, so as to place said Lot in a neat, attractive, healthful, safe and sanitary condition, and may charge the Homeowner or occupant of such Lot for the cost of such work. The Homeowner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Homeowner, a vendor's lien is herein and hereby retained against the said Lot and improvements in favor of Declarant or its assignee, but such lien shall be inferior to any first mortgage. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through other court proceedings shall not cut off and extinguish the vendor's lien securing said charge which became due and payable prior to such foreclosure date should such funds resulting from the foreclosure be available, and no such foreclosure shall free any Lot from the vendor's lien securing said charge thereafter becoming due and payable, nor shall the personal obligation of the Homeowner foreclosed be extinguished by any foreclosure.

3.23 Noise: Except in an emergency or when unusual circumstances exist (as determined by the Association), outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

3.24 Air Conditioning Units: No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Subdivision, except in temporary buildings approved by Declarant.

3.25 Garbage Disposal Unit: Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept and maintained by the Homeowner of such Lot in serviceable condition.

3.26 Mineral Operations: No oil, gas, or other mineral drilling, producing, mining or other activity of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas or water shall be erected, maintained, or permitted upon any Lot.

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ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

4.1 Approval of Building Plans: No building or improvements (including mailboxes) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to quality of materials, as to structural soundness, as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the ARCHITECTURAL CONTROL COMMITTEE. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, not less than thirty (30) days prior to the proposed date for the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect in its entire discretion. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will be deemed to have been denied.

4.2 Architectural Control Committee: The Architectural Control Committee shall be Carma, and it may designate a representative or representatives to act on its behalf. Until such time as there has been built and constructed on each and every Lot in the Subdivision a residential dwelling and related improvements, as herein provided, or at such earlier time as Carma may elect, Carma shall continue to serve and act as the Architectural Control Committee. At such time as a residential dwelling and related improvements have been so built and constructed, or at such earlier time as Carma may elect, the duties and responsibilities of the Architectural Control Committee shall be fulfilled and its powers exercised by the Board of Directors of the Association as long as the Association is collecting and administering the Maintenance Charge for the Subdivision. At the time Carma ceases to serve as the Architectural Control Committee (at the completion of the conditions set forth above or at such earlier time as it may elect), it shall assign such rights and powers of the Architectural Control Committee, such assignment to be evidenced by an instrument in writing, executed and acknowledged by the proper officers of Carma and filed of record in the appropriate records of the County Clerk of Harris County, Texas. Carma, at its sole option, will have the right to add or annex additional lands or subdivisions owned by it to the control and jurisdiction of the Association for administration of the duties and responsibilities which may be delegated and assigned to it even though the terms and provisions of the covenants, conditions and restrictions may be set forth in a separate instrument or instruments which may vary from the terms and provisions set forth herein.

4.3 Minimum Construction Standards: The Architectural Control Committee may, from time to time, promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

4.4 Deviations in Restrictions: The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth in Article III hereof in instances where, in its or their sole judgments, such deviation will result in a more common beneficial use. Such approvals must be granted in writing.

4.5 No Liability: Declarant, the Association and the Architectural Control Committee, as well as their agents, employees and architects, shall not be liable to any Homeowner or any other party for any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these restrictions. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Declarant, the Association and the Architectural Control Committee, as well as their agents, employees and architects, shall have no liability under these restrictions except for willful misdeeds.

ARTICLE V

MAINTENANCE CHARGE AND MAINTENANCE FUND

5.1 Maintenance Charge. Declarant imposes on each Lot owned within the Subdivision and hereby covenants, and each owner or Homeowner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and improvements constructed or located thereon at any time, shall be a continuing lien upon the Lot and improvements against which each such assessment is made, and shall also be the personal obligation of the person or entity who is the owner of such Lot. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by the grantor thereof or its assignee for the purpose of securing payment of said charge assigned to The Colonies Homeowners Association, Inc., without recourse on such grantor or its assignee in any manner for the payment of said charge and indebtedness.

5.2 Purpose of Maintenance Charge: The Maintenance Charge levied by the Association and the Maintenance Fund resulting therefrom shall be used exclusively to promote the recreation, health, safety and welfare of the Homeowners in the Subdivision and for the improvement and maintenance of any property owned by the Association or for which it is charged with the maintenance thereof. The proceeds of the regular annual assessment shall not be used to reimburse Declarant for any capital expenditure incurred in the construction of any improvements or facilities within the Subdivision.

5.3 Maximum Annual Assessments: Until January 1, 1978, the maximum annual assessment shall be based on Six and No/100 Dollars (\$6.00) per Lot per month.

(a) From and after December 31, 1977, the maximum annual assessment may be increased each year not more than

178-05-2437

an amount equivalent to the percentage increase in the Consumer Price Index - U.S. Average - All Items (1967 = 100), as published by the U. S. Bureau of Labor Statistics, for the previous year divided by the said Consumer Price Index for the base year 1976, without a vote of the membership. This increase may be cumulative. The aforesaid adjustment shall be accomplished each year by multiplying \$8.00 per month by the aforesaid percentage increase.

(b) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year.

(c) In the event the above Price Index shall be discontinued, then the Association shall select another reputable index.

5.4 Rate of Assessment: All Lots in the Subdivision shall commence to bear their applicable Maintenance Charge on the first day of the calendar month immediately following the first to occur of the following events:

(a) The date on which the Lot is conveyed to a Homeowner (excluding any person or entity acquiring the Lot for the purpose of constructing a residence thereon); or

(b) Six (6) months following the conveyance of the particular Lot by Declarant to a third party (including, without limitation, any person or entity acquiring the Lot for the purpose of constructing a residence thereon, but excluding any conveyance by Langham to Carma).

5.5 Date of Commencement of Annual Maintenance Charge: The annual Maintenance Charge provided for herein shall commence at such time as stated above in Section 5.4 and, thereafter, the Directors of the Association shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which shall be on a calendar year basis. Written notice of the annual Maintenance Charge shall be sent to every Homeowner subject thereto and shall be payable in advance. A new owner shall be required to pay such Homeowner's pro rata share of current annual Maintenance Charge at the time such owner acquires title to the Lot from the seller. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Maintenance Charge on a specified Lot have been paid.

5.6 Effect of Nonpayment of Assessments: Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the Homeowner personally obligated to pay the same or foreclose the lien against the Lot and improvements. No Homeowner may waive, nor otherwise escape liability for the assessments provided for herein by nonuse or abandonment of such Homeowner's Lot.

5.7 Subordination of Lien: The lien of the Maintenance Charge provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the Maintenance Charge lien. However, except as provided in Section 3.22 hereof, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Maintenance Charge as to payments which become due.

prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability of Any Maintenance Charge thereafter becoming due or from the lien thereof.

5.8 Enforcement: Declarant, the Association or any Owner, its successors and assigns, shall have the right to enforce by any proceeding at law or in equity all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions, and in connection therewith shall be entitled to recover from the defendant therein all reasonable attorney's fees. Failure by Declarant, the Association or by any Owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated that the failure or refusal of any Homeowner or other occupant to comply with the terms and provisions hereof would result in irreparable harm to Declarant and to the Association. Thus, the breach of any of these provisions may not only give rise to an action for damages at law, but also may be enforced with injunctive relief (i.e., restraining orders and/or injunctions) in any court of competent jurisdiction, upon the proof of the existence of a violation or attempted or threatened violation, but without the necessity of proof of inadequacy of legal remedies or irreparable harm.

ARTICLE VI

GENERAL PROVISIONS

6.1 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

6.2 Amendment to the Above Deed Restrictions: The covenants, conditions and restrictions of this Declaration shall run with and bind the property for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless a simple majority (each Lot being entitled to one vote) of the then Homeowners elect to annul or amend the restrictions by instrument duly recorded prior to the expiration date. For purposes of this Paragraph 6.2, Carma and Langham shall be considered a Homeowner for each Lot which may be owned by either of them.

6.3 Amendments by Declarant: Declarant shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any Homeowner or other person or entity, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Homeowner or his or her mortgagee.

6.4 Relationship Between Langham and Carma: It is hereby stipulated and agreed that in the event Carma purchases from Langham and fully pays for all Lots, from and after such date, for all purposes hereunder wherever Declarant is referred to herein, it shall be deemed to include and refer only to Carma.

6.5 Interpretation: If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

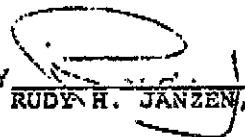
178-05-2439

6.6 Rights of Mortgages: It is specifically provided that a violation of any one or more of these restrictions shall not affect the lien of any mortgage or deed of trust now of record, or which may hereafter be placed of record, or lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions herein contained.

6.7 Joinder by Lienholder: The undersigned lienholders join in the execution of this Declaration for the purpose of evidencing its consent and agreement to the placing of the above restrictions on the property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 7th day of October, 1977.


CARMA DEVELOPERS (TEXAS) INC. 700

By  _____
RUDY H. JANZEN, VICE PRESIDENT

In its capacity both as a Declarant and a Lienholder:

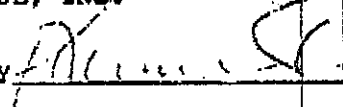
LANGHAM ASSOCIATES, a Joint Venture composed of the undersigned:

ATLAS REALTY COMPANY, a Joint Venturer

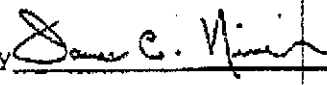
By  _____
Vice President

CENTURY LAND COMPANY, a Joint Venturer, a Joint Venture composed of the following Joint Venturers:

CDL, INC:


By  _____
President

CARROLL DEVELOPMENT CORP.

By  _____
President

In its capacity as a Lienholder:

AMERICAN GENERAL INVESTMENT CORPORATION

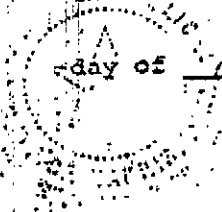
By  _____
Senior Vice President

178-05-2440

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RUDY H. JANZEN, Vice President of CARMA DEVELOPERS (TEXAS) INC., 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of October, 1977.

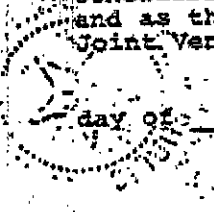


Wm. J. Holt
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Risher Randall, Vice President of ATLAS REALTY COMPANY, 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 in its capacity as a Joint Venturer in LANGHAM ASSOCIATES.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of October, 1977.

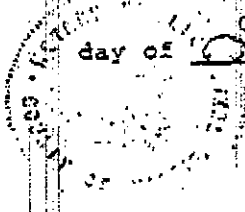


Theresa M. Keating
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Volante, President of CDL, INC., 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 in its capacity as a Joint Venturer in CENTURY LAND COMPANY, a Joint Venture, which Joint Venture is a Joint Venturer in LANGHAM ASSOCIATES.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of October, 1977.



Robert Sam Houston
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James C. McLean President of CARROLL DEVELOPMENT CORP., 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 in its capacity as a Joint Venturer in CENTURY LAND COMPANY, a Joint Venture, which Joint Venture is a Joint Venturer in LANGHAM ASSOCIATES.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of October, 1977.

James C. McLean
Notary Public in and for
Harris County, T E X A S

Notary Public, State of Texas
My Commission Expires August 17, 1978

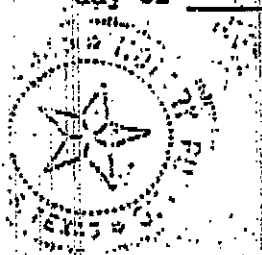


THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared L.O. Benson Vice President of AMERICAN GENERAL INVESTMENT CORPORATION, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of October, 1977.

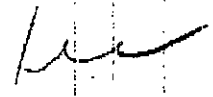
L.O. Benson
Notary Public in and for
Harris County, T E X A S



5649149

514-87-1651

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE COLONIES,
CONCORD COLONY (SECTION ONE)
(A RESIDENTIAL SUBDIVISION)



Amend

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

09/22/97 200501659 5649149 \$15.00

WHEREAS, CARMA DEVELOPERS (TEXAS), INC., a Texas Corporation (the "Declarant") filed the original "Declaration of Covenants, Conditions and Restrictions for The Colonies, Concord Colony (Section One) (A Residential Subdivision)" in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. F339401 and Film Code Nos. 178-05-2425 through 178-05-2442 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration is applicable to that certain tract of land (sometimes referred to herein as the "Subdivision") situated in Harris County, Texas, which has been platted and subdivided as THE COLONIES CONCORD COLONY (SECTION ONE) per the Map or Plat thereof recorded in Volume 246, Page 143 of the Map Records of Harris County, Texas; and

WHEREAS, Article VI, Paragraph 6.02 of the Declaration provides in pertinent part as follows:

6.2 Amendment to the Above Deed Restrictions: The covenants, conditions and restrictions of this Declaration shall run with and bind the property for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless a simple majority (each Lot being entitled to one vote) of the then Homeowners elect to annul or amend the restrictions by instrument duly recorded prior to the expiration date....

WHEREAS, CONCORD COLONY HOMEOWNERS ASSOCIATION, INC. (the "Association") is an existing Texas Non-Profit Corporation. The Association is a "property owners' association" as that term is defined in Chapter 204 of Title 11 of the Texas Property Code, with jurisdiction over THE COLONIES, CONCORD COLONY (SECTION ONE). The property owners within THE COLONIES, CONCORD COLONY (SECTION ONE) constitute the mandatory membership of the Association; and

WHEREAS, The Association's Board of Directors recently met and RESOLVED to submit two (2) proposed deed restriction amendments to its membership (i.e., the property owners, as aforesaid). Such proposed amendments were circulated to all property owners, within the Subdivision, each of whom was given an opportunity to sign a signature page/ballot reflecting approval of the proposed amendments. The affirmative vote of the owners of 161 of the 307 total Lots was obtained prior to the expiration date of the Declaration.

NOW, THEREFORE, effective upon the recording hereof in the Official Public Records of Real Property of Harris County, Texas, the Declaration is hereby amended as set forth hereinbelow.

Article II of the Declaration is hereby amended to add the following Paragraph 2.6:

2.6 Any Lot currently owned by the Association or which may be owned by the Association in the future may be used as a common area set aside for recreational or civic purposes or maintained as green space. When owned by the Association and used as such, these lots are not bound by the restrictions set forth in Article III hereof. If such lots should be sold by the Association as parks to the County of Harris, the City of Houston, or a municipal utility district, they will continue to be free from the restrictions set forth in Article III hereof as long as they are maintained by those entities as parks. In any other case, the lots are bound by the restrictions in Article III hereof.

514-87-1653

Should such lots be sold to any entity other than the Association, the County of Harris, the City of Houston, or a municipal utility district, the lots are bound by the restrictions in Article III.

Article V of the Declaration is hereby amended to add the following Paragraph 5.9:

5.9 Lots used as common areas set aside for recreational or civic purposes or maintained as green space under conditions set forth in Article II, section 2.6 hereof, are exempt from the annual assessment described in Article V, section 5.1 hereof. This exemption is valid only for periods of time in which said lots are used as common areas under the conditions set forth in Article II, section 2.6 hereof. The annual assessment of such lots will resume when said lots are no longer used as common areas under the conditions described in Article II, section 2.6 hereof.

Effective immediately upon the recording hereof, all Lots in THE COLONIES, CONCORD COLONY (SECTION ONE), shall be held, sold and conveyed subject to the foregoing amendment to the original Declaration, and except for the amendment described hereinabove, all Lots within THE COLONIES, CONCORD COLONY (SECTION ONE) shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in the original Declaration.

CONCORD COLONY HOMEOWNERS ASSOCIATION, INC., a Texas Non-Profit Corporation, is a signatory hereof for the purpose of evidencing its approval of this First Amendment to the Declaration and to certify that it circulated the First Amendment to all property owners within THE COLONIES, CONCORD COLONY (SECTION ONE) as listed in its corporate membership records, which membership records are routinely updated, and to further certify that the affirmative vote of more than a majority of the referenced property owners was obtained for the First Amendment as required by the Declaration. T h e

signature pages/ballots will be retained by the Association for a period of time not less than five (5) years from the date this instrument is recorded.

In the event that all or any portion of this First Amendment to the Declaration shall be found by a Court of competent jurisdiction to be invalid or unenforceable, and all appeals and/or administrative remedies have been exhausted, the original Declaration referenced hereinabove shall be construed as if this First Amendment had never been executed and/or recorded.

EXECUTED this 6th day of August, 1997.

CONCORD COLONY HOMEOWNERS ASSOCIATION, INC. *for*

BY: *Jay Gause*
JAY GAUSE, President

ATTEST:
Randy Bonnette
Randy Bonnette, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAY GAUSE, President of CONCORD COLONY HOMEOWNERS ASSOCIATION, INC., a Texas Non-Profit 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 6th day of August, 1997.

Emily Lindley
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

RETURN TO:
MICHAEL T. GAINER
Attorney at Law
5100 Westheimer, Suite 300
Houston, Texas 77056

FILED FOR RECORD
8:00 AM

SEP 22 1997

Randy B. Kaufman
County Clerk, Harris County, Texas

178-05-2442

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this statement was FILED in
File Number Sequence on the date and at the time stated
herein by me and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

OCT 18 1977



Robert C. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
OCT 19 2 34 PM '77

Robert C. ...