

**AMENDED AND RESTATED
CONSOLIDATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRYGROVE**

adopting this Declaration as to CountryGrove. Upon the recording of the "Ratification and Adoption Agreement", all Declarations of Covenants, Conditions and Restrictions applicable to CountryGrove as enumerated above shall be deemed vacated and declared null and void.

NOW, THEREFORE, by the execution and filing of the "Ratification and Adoption Agreement", executed by not less than seventy-five (75%) of the totality of Lots in each section of CountryGrove, the Owners of the Lots therein agree that each Lot shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01. CGCA: The term "CGCA" shall mean and refer to CountryGrove Community Association, Inc., its successors and assigns.

1.02. Properties: The term "Properties" shall mean and refer to all that real property which is described in the respective Declarations of Covenants, Conditions and Restrictions (and related amendments) as identified in items 1 through 9.

1.03. Lot: The term "Lot" shall mean and refer to any plat of land along with any improvements thereon shown upon any recorded subdivision map of the Properties with the exception of property designated thereon as "Reserves", "Common Area", or "Golf Course Area", if any.

1.04. Owner: The term "owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.05. Master Declaration: The term "Master Declaration" shall mean that certain "Master Declaration of Covenants, Conditions and Restrictions for CountryPlace, Section 1 and CountryGrove" filed March 15, 1982, in Volume 1629, Page 248 of the Deed Records of Brazoria County, Texas, as amended by "Amendment to the Master Declaration of Covenants, Conditions and Restrictions of CountryPlace, Section 1 and

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B. Easements. Each Lot and the Common Area (if any) shall be subject to a perpetual easement for minor encroachments from adjoining Lots which are caused or created by error in construction, settling, shifting of soil, protrusions, and overhangs, as designed or constructed by any builder. A valid and perpetual easement for said minor encroachments and for the maintenance and reconstruction of the same shall and does exist.

C. Maintenance. The cost of usual and ordinary reasonable repairs and maintenance of a party wall shall be equally shared by the Owners who make use of such wall.

D. Repair of Damage. If a party wall is destroyed or damaged by or as a result of any force, act, event or occurrence which is not caused or brought about by the negligence of any Owner sharing such party wall, or if caused or brought about by the negligence of both, then either Owner who has used the party wall may restore it, and the adjoining Owner shall contribute one-half (1/2) the cost of such restoration. However, if a party wall is destroyed or damaged as a result of any negligent act or omission on the part of one and not the other Owner sharing such party wall, then either Owner may restore such party wall, and the Owner at fault shall pay or contribute the whole cost of such restoration.

E. Consequential Damages. Notwithstanding any other provisions of paragraph 2.04.D., an Owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

F. Succession. The right of any Owner to contribution from any adjoining Owner under paragraph 2.04. shall be appurtenant to the land and shall pass to such Owner's successors in title.

G. Disputes. In the event any dispute arises concerning a party wall, or under the provisions of paragraph 2.04., the same shall be resolved and settled through the process of arbitration. Each party to the dispute shall choose one arbitrator, and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall resolve and settle the dispute and shall be binding upon all parties to the arbitration. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Directors of the CGCA shall select an arbitrator for the refusing party.

2.05. Minor Encroachments. Each Lot and the Common Area shall be subject to a perpetual easement for minor encroachments from adjoining Lots which are caused or

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ARTICLE III

COUNTRYGROVE COMMUNITY ASSOCIATION

3.01. Membership and Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the CGCA. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01. Personal Obligation Of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the CGCA: (1) master insurance assessments, (2) annual assessments or charges, and (3) special assessments levied by the Board of Directors of the CGCA and approved by the members. Such assessments shall be established and collected as hereinafter provided. The master insurance assessments, annual assessments and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due.

4.02 Purpose of Assessments. The assessments shall be used exclusively for the purposes described in paragraphs 2.05.B., 5.01., 5.02. and 5.03. of this Declaration and for operations and maintenance expenses related to these functions.

4.03 Annual Assessment. The annual assessment, which includes operation and maintenance costs for the purposes described in paragraphs 2.05.B., 5.01., and 5.02 plus the pro-rata cost of the Master Insurance Policy(ies) as provided for in paragraph 5.03.A. may be collected annually or monthly, at the discretion of the CGCA. The basic annual assessment, which excludes the cost of the Master Insurance Policy(ies) provided for in paragraph 5.03., may be increased each year by an amount equal to not more than twenty percent (20%) above the previous year's basic assessment. The Board of Directors shall

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Restrictions for each Section for the benefit of CGCA, and/or reserved and/or set out in the original deed(s) conveying each Lot for the benefit of the CGCA, and such lien is expressly ratified, approved, confirmed and restated hereby. Each Owner of a Lot approving this Declaration and each subsequent purchaser of a Lot hereafter specifically agrees, ratifies and confirms the existence and operation of such contractual lien to secure the payments of these assessments. The CGCA may bring action at law against the Owner personally obligated to pay the assessment and foreclose the lien against the Lot involved by judicial foreclosure. In any such lawsuit or judicial proceeding, the Owner shall be obligated to pay all attorneys fees and costs in accordance with applicable law. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of law.

4.07. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

INSURANCE

5.01. Directors and Officers Insurance. The Board of Directors of the CGCA shall obtain Directors and Officers liability insurance in such limits as it shall deem desirable.

5.02. General Liability Insurance. The Board of Directors of the CGCA shall obtain General liability insurance in such limits as it shall deem desirable.

5.03 Master Insurance Policy(ies). The Board of Directors of the CGCA has the authority to obtain master insurance policy(ies) on all or on any portion of the townhomes in CountryGrove for the types of policies listed below. Each Owner shall be responsible for his own contents and personal property insurance, and the CGCA will not insure the decorations, furnishings and personal property of the Owner.

A. Types of Policy(ies).

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which the proceeds are received. Such repair or replacement shall be commenced and completed within a reasonable time in a good and workmanlike manner using suitable materials. The CGCA shall not be liable for any delay in the completion of any repairs or improvements due to causes beyond its reasonable control or the reasonable control of its subcontractors. By way of illustration but not limitation, the CGCA shall not be liable for delay occasioned by weather, shortage or other contractual obligations of the same type. In any event, the sole liability of the CGCA for delay shall be the reasonable rental value of the premises for the number of days of delay beyond a reasonable period of time. Reasonable rental value shall be what the same or similar premises located in Houston, Texas, would rent for on a one (1) year lease beginning at the commencement of the unreasonable delay.

5.05. Mechanic's and Materialman's Liens. By becoming a member of the CGCA, the member, together with his spouse, if any, grants to the CGCA an express mechanic's and materialman's lien in the amount by which the reasonable cost (including extras, if any, agreed upon by and between the CGCA and the member) of repairing or replacing the premises damaged or destroyed exceeds the insurance proceeds realized by the CGCA. As a condition precedent to the obligation of the CGCA to repair or replace any damaged or destroyed premises, the Owner thereof together with his spouse, if any, agrees to ratify and confirm the express mechanic's and materialman's lien herein provided for by a separate instrument, in form and manner required by law.

5.06. Requirement for Personal Insurance. At the election of the Board of Directors, each Owner may be held responsible at his own expense and cost for his personal insurance on the building and contents of his own residence, parking space and his additions and improvements thereto, including decorations, furnishings and personal property stored elsewhere on the Properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense. In the event an Owner or Owners are required by the Board of Directors to obtain personal insurance under this paragraph, the CGCA, as well as the Owner or Owners of the Property and any lienholder, shall be named in said policy as the insured or additional named insured.

5.07. Additional Personal Insurance. Nothing herein shall preclude any member of the CGCA from obtaining a similar policy of fire and extended coverage insurance on a townhome owned by him. Provided, however, except insofar as such policy shall insure the personal property of the members or his family or guests, or shall provide public liability coverage, or provide reimbursement or coverage for expenses incurred for shelter or lodging while the insured townhome is being repaired or restored, such policy shall contain a loss payable clause in favor of the CGCA so that the CGCA will receive the full

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

6.05. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

6.06. Subordination. The covenants, conditions and restrictions and the charges herein contained shall be and the same are hereby made expressly subordinate and inferior to all provisions of that certain Master Declaration referred to hereinabove. Further, rights of the Owners and of the CGCA shall be and the same are hereby made subordinate and inferior to the rights of the Master Association under the Master Declaration, as amended, referred to hereinabove.

**AMENDMENT/CONSOLIDATION OF C.C.& R.'S
COUNTRYGROVE COMMUNITY ASSOCIATION, INC.**

VOTE TALLY AS OF APRIL 16, 2002

SECTION	#UNITS	YES VOTES	PERCENT
0.26706 PASSED	3	3	100.00%
1 PASSED	74	57	77.03%
2 PASSED	5	4	80.00%
3 PASSED	39	31	79.49%
4 PASSED	4	4	100.00%
5 PASSED	44	35	79.55%
12 PASSED	27	21	77.78%
TOTALS	196	155	79.08%

PLEASE RECORD AND RETURN TO:
Richard C. Lievens
Frank, Elmore, Lievens, Chesney & Turet
808 Travis Street, Suite 2600
Houston, Texas 77002

FILED FOR RECORD
2002 MAY -2 PM 2:45

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA
I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FOR RECORD and RECORDED in the OFFICIAL RECORD book and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co.,

COUNTRYGROVE COMMUNITY ASSOCIATION, INC.
3119 FLOWERFIELD LANE
PEARLAND, TEXAS 77584

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1300
09712

**AMENDED
MANAGEMENT CERTIFICATE FOR
COUNTRYGROVE COMMUNITY ASSOCIATION, INC.**

This Amended Management Certificate is executed and recorded pursuant to paragraph 209.004 of the Texas Property Code as follows:

- 1. The name of the Subdivision is CountryPlace and CountryGrove.
- 2. The name of the Association is COUNTRYGROVE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation.

- 3. The recording information for the Subdivision is:

COUNTRYGROVE, SECTION ONE (1) recorded in Volume 16, Page 231 of the Map Records of Brazoria County, Texas and all amendments thereto.

COUNTRYGROVE, SECTION TWO (2) recorded in Volume 16, Page 233 of the Map Records of Brazoria County, Texas and all amendments thereto.

COUNTRYGROVE, SECTION THREE (3) recorded in Volume 17, Page 261 of the Map Records of Brazoria County, Texas and all amendments thereto.

COUNTRYGROVE, SECTION FOUR (4) recorded in Volume 18, Page 317 of the Map Records of Brazoria County, Texas and all amendments thereto.

COUNTRYGROVE, SECTION FIVE (5) recorded in Volume 19, Page 27 of the Map Records of Brazoria County, Texas and all amendments thereto.

COUNTRYGROVE, SECTION TWELVE (12), BLOCK TWO (2) recorded in Volume 19, Page 485-486 of the Map Records of Brazoria County, Texas and all amendments thereto.

- 4. The recording information for the Declaration is:
 - a. "Master Declaration of Covenants, Conditions, and Restrictions for

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COUNTRYGROVE COMMUNITY ASSOCIATION, INC.
 3119 FLOWERFIELD LANE
 PEARLAND, TEXAS 77584

CountryPlace Section One (1) and CountryGrove" recorded in Volume 1629, Page 248 of the Deed Records of Brazoria County, Texas, as amended by "Amendment to the Master Declaration of Covenants, Conditions and Restrictions of CountryPlace Section One (1) and CountryGrove" recorded in Volume 1712, Page 769 of the Deed Records of Brazoria County, Texas, as amended by "Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for CountryPlace and CountryGrove" recorded under Clerk's File No. 01-020032 of the Deed Records of Brazoria County, Texas.

b. "Amended and Restated Consolidated Declaration of Covenants, Conditions and Restrictions For CountryGrove" recorded under Clerk's File No. 02-021612 of the Deed Records of Brazoria County, Texas.

c. Certificate of Corporate Resolution recorded under Clerk's File No. 98-007082 of the Deed Records of Brazoria County, Texas.

d. Special Warranty Deed recorded under Clerk's File No. 98-007083 of the Deed Records of Brazoria County, Texas.

5. The mailing address of the Association or the name and mailing address of the person or entity managing the Association is:

COUNTRYGROVE COMMUNITY ASSOCIATION, INC.
 3119 Flowerfield Lane
 Pearland, Texas 77584

6. Other Information: N/A

Dated this 23rd day of May, 2002.

COUNTRYGROVE COMMUNITY
 ASSOCIATION, INC., a Texas non-profit
 corporation

By: Harold H. Wise

Name: HAROLD H. WISE
 Title: President

COUNTRYGROVE COMMUNITY ASSOCIATION, INC.
3119 FLOWERFIELD LANE
PEARLAND, TEXAS 77584

STATE OF TEXAS :
:
COUNTY OF BRAZORIA :

This instrument was acknowledged before me on this the 23rd

day of May, 2002, by HAROLD H. WISE, President of
COUNTRYGROVE COMMUNITY ASSOCIATION, INC., a Texas non-profit
corporation, on behalf of such corporation.

Evelyn Wiley
Notary Public in and for the State of Texas



RECORD AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Kristi A. Slaughter
808 Travis, Suite 2600
Houston, Texas 77002

FILED FOR RECORD
2002 MAY 29 AM 10:29

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY

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STATE OF TEXAS
COUNTY OF BRAZORIA
I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria
County, Texas do hereby certify that this Instrument was FILED
FOR RECORD and RECORDED in the OFFICIAL RECORD at the
time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX