

H796544

ANNEXATION OF PROPERTY
UNDER
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR COPPERFIELD NORTHMEAD VILLAGE SECTION ONE
A SUBDIVISION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS I
 I KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF HARRIS I

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY (hereinafter called "Friendswood") executed that certain Declaration of Covenants, Conditions and Restrictions for Copperfield Northmead Village, Section One dated June 11, 1979, (hereinafter called the "Declaration") applicable to a subdivision in Harris County, Texas, which Declaration is filed for record under Harris County Clerk's File No. G140051 and recorded under Film Code No. 132-83-2532, refiled under County Clerk's File No. G181204 and re-recorded under Film Code No. 135-82-1336 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Friendswood executed that certain First Amendment to the Declaration dated September 26, 1979, which Amendment is filed for record under County Clerk's File No. G302044 and recorded under Film Code No. 142-97-1491 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by the terms of said Declaration, said property was placed within the jurisdiction of Northmead Village Community Association, Inc.; and

WHEREAS, under the terms of the Declaration, Friendswood reserved the right to add or annex additional land under the jurisdiction of said Association and make such land added or annexed thereto subject to the terms and conditions of the Declaration; and

WHEREAS, Article V, Section 3 of the Declaration provides certain separate minimum square footage building requirements for dwelling units in Copperfield Northmead Village, Section One; and

WHEREAS, Article V, Section 4 of the Declaration provides certain minimum building line setbacks for front, side and rear property lines for Copperfield Northmead Village, Section One; and

WHEREAS, Friendswood reserved the right to modify such minimum size and minimum setback criteria for any additional lands made subject to the Declaration; and

WHEREAS, Friendswood desires to subject said additional land to certain additional easement rights and obligations.

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Friendswood does hereby declare that:

1. The following described land (hereinafter called "Said Land") is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Northmead Village Community Association, Inc., in accordance with the terms and conditions of the Declaration, to wit:

Lots 1 through 50 of Block 40, Lots 1 through 74 of Block 41, and Lots 30 through 57 of Block 42, All in Copperfield Northmead Village, Section Three, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 311, page 82 of the Map Records of Harris County, Texas.

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2. The Declaration is modified to provide that, within Said Land, a one-story main structure shall have a minimum of eight hundred (800) square feet of area, and a main structure of more than one story shall have a minimum of one thousand (1,000) square feet of area.
3. The Declaration is modified to provide that, within Said Land, a garage for not more than two cars shall be required on each Lot, the height of said garage not to exceed the height of the main residential structure.
4. The Declaration is modified to provide that, within Said Land, improvements for each Lot shall be designed and constructed so as to have one outside wall abutting the side property line designated as the "zero setback line" for that Lot by the Architectural Review Committee ("ARC"), except in the case of corner Lots or unless a different layout is authorized in writing by the ARC. Corner Lots may have a "zero setback line" opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall not be less than six (6) feet from the dwelling or appurtenant structure located on any contiguous Lot(s). No windows, doors or other openings may be placed in the wall built on or parallel to the "zero setback line" unless the wall is a minimum of three (3) feet from the "zero setback line" except that walls on the "zero setback line" may have openings if such wall faces onto a reserve or easement or street right of way. The side wall of the dwelling or appurtenant structure built abutting the "zero setback line" shall be constructed using permanent low maintenance material as approved by the ARC, and such walls shall satisfy the City of Houston Building Code fire resistance requirements. The Owner of any adjacent Lot shall not attach anything to a side wall or fence located upon the "zero setback line", nor shall the Owner of any adjacent Lot alter in any manner, i.e. structure, color, material or otherwise the side wall or fence located upon the "zero setback line" without the (i) written approval of the ARC and (ii) written consent of the adjoining Lot Owners.
5. The Declaration is modified to provide that, all Lots within Said Land shall be conveyed subject to a three-foot (3') wide easement adjacent to one (1) side Lot line of each Lot where such side Lot line abuts improvements located on the "zero setback line" of the adjacent Lot, and the right to create, grant and reserve such easements is hereby reserved by Declarant for itself and its successors in interest. Said easements, the uses and purposes of which are set out below shall be granted or reserved by reference hereto. The following rules prescribe the terms, conditions and uses of such easements, both by the owner of the easement (the dominant tenement) and the owner of the land under the easement (the servient tenement):
 - (a) The owner of the dominant tenement (the Lot which is benefited by the easement), except as otherwise provided herein, shall have the right to use the easement area solely and only for the purpose of the construction, maintenance, painting, repairing and rebuilding of the side privacy wall or fence situated adjacent and abutting the easement area and of any overhanging eave within or adjacent to the easement area. Additionally, this easement, when used for any

of the above described purposes must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. Except in the event of an emergency, the owner of the dominant tenement must notify the owner of the servient tenement of his intent to do any construction or maintenance, which requires the use of the easement, at least two (2) days before any work is started, with the hours that such easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. In the event of any emergency, no such notice is necessary.

- (b) The owner of the servient tenement shall have the right at all reasonable times to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenement.
- (c) the owner of the servient tenement shall have the right of surface drainage over, along and upon the easement area for water resulting from the normal use of the servient tenement and the dominant tenement shall not use the easement area in such a manner as will interfere with such drainage.
- (d) The owner of the dominant tenement shall not attach any object to the side of the privacy wall, fence or eaves facing onto the easement area. However, the owner of the dominant tenement shall have the right to locate an overhanging eave, which is an integral part of the residence or garage structure, within said easement.

Except as specifically set forth herein, the Declaration is not modified or amended in any way and shall remain in full force and effect in accordance with its terms.

EXECUTED this 27th day of January, 1983.

ATTEST:

C. G. Kilson
Assistant Secretary

FRIENDSWOOD DEVELOPMENT COMPANY

By J. J. Thompson
J. J. Thompson
Vice President

OK
FILED
CK
REC'D
C. G.

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS I
 I
COUNTY OF HARRIS I

This instrument was acknowledged before me on January 27, 1983, by J. J. Thompson, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Rebecca A. Walker
Notary Public, State of Texas
REBECCA A. WALKER
Notary Public in and for Harris County, Texas
My Commission Expires: 2-19-84