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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STONEMENGE

SECTION III

THE STATE OF TEXAS I

COUNTY OF HARRIS I

THIS DECLARATION, made on the date hereinafter set forth by THE FAIRFIELD COMPANY, INC., a Texas Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Harris, State of Texas, known as STONEMENGE, and which is more particularly described as follows:

STONEMENGE SECTION III, Subdivision according to the plat filed and recorded in the Harris County Clerk's Map Records on May 2, 1978, Volume 269, Page 129.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the values and desirability of, and which shall run with the real property and 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

Section 1. "Association" shall mean and refer to STONEMENGE III ASSOCIATION, INC., a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Owner (s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, which is to be conveyed to the Association by the Declarant as soon as practicable after the Subdivision development loan has been paid off, is described as follows:

All land contained in STONEMENGE, Section III, according to the Plat thereof recorded in Volume 269, Page 129, of the Map Records of Harris County, Texas.

SAVE AND EXCEPT all lots designated by lot numbers One (1) through One Thirty-Five (135), more or less, as sold by declarant, of Stonehenge, as shown on the subdivision lot map on file with the Board, which is subject to modification from time to time by the Declarant or pursuant to the consent of the Declarant, but

SUBJECT TO all easements, restrictions and covenants shown of record or on said Plat and/or subdivision lot map and the regulations of Harris County, Texas.

Together with all improvements situated thereon, including without limitation: swimming pool, tennis courts, entrance facilities, landscaping, recreation areas and facilities, paving of all private streets and related private driveways and parking areas.

Section 5. "Lot" shall mean and refer to any of the 135 or more or less, as sold by Declarant, numbered plots of land shown upon the subdivision lot map.

Section 6. "Unsold Lots" shall mean all Lots in the subdivision except those which have been transferred by deed from Declarant or have become the subject of a contract of sale by Declarant.

Section 7. "Declarant" shall mean and refer to THE FAIRFIELD COMPANY, INC., a Texas Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Party Wall" shall mean a single wall shared and utilized on both sides by adjoining lot owners, i.e., a common wall between adjoining lot owners without intervening vertical air space; provided, however, a wall built on the same foundation, or with a common roof, shall not be ipso facto deemed a party wall.

Section 9. "Living Unit" shall mean any portion of a building erected upon a Lot and qualifying otherwise within these restrictions as a residence.

Section 10. "Member" shall mean all those owners who are members of the Association as provided in Article III, Section 1, hereof.

Section 11. "Map" shall mean that subdivision lot plan of STONEHENGE III subdivision delineating every lot, together with building lines, names of streets, commons and other pertinent data which is kept permanently on file with the Association and available to all present and prospective lot owners.

Section 12. "Committee" shall mean the Architectural Committee of STONEHENGE III as hereinafter constituted.

Section 13. "The Board" shall mean the Board of Directors of the Association.

Section 14. "Maintenance Committee" shall mean the Maintenance Committee of STONEHENGE III as hereinafter constituted.

Section 15. "Cluster House" shall mean a single family dwelling built with one side wall common to a side property line and the other side wall at least ten feet from the opposite side property line.

## ARTICLE II.

### Property Rights

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and rights to use of the recreational or other facilities owned or operated by the Association, by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

- (c) The rights of the Association in accordance with its Articles of Incorporation and By-Laws or dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility;
- (d) The limitations on use herein contained;
- (e) The right of the Association, in accordance with its Articles of Incorporation or By-Laws to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property.
- (f) The right of the Association to restrict the location and/or storage of boats, trailers, campers, trucks, motorcycles, and other movable or immovable personal property within the common area, or in sight on individual lots.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE III.

##### Membership and Voting Rights

Section 1. The Declarant and every owner of a Lot which is subject to assessment shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The association shall maintain the voting rights set forth in the Articles of incorporation of the Association.

#### ARTICLE IV.

##### Covenants for Operational and Capital Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owner within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual operational assessments or charges, and (2) annual and special capital assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The operational and capital assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, and all assessments shall be prorated upon the sale or transfer of any Lot. However, Declarant shall not in any event be required hereby to pay any assessments on any lots that it owns.

The Owner or Owners of each Lot or homesite in the addition are charged with the obligation and requirement, prior to construction of improvements thereon, to mow such Lot or homesite periodically, but no less frequently than that required to keep grass not more than 6 inches tall, and to keep such Lot or homesite free of debris, and after commencement of construction of improvements thereon, until completed to keep the streets and Common Area of STONEHENGE free of debris and mud brought about by trucks and workmen working on that Lot, which debris and mud must be removed from the street within 24 hours.

A lien is hereby created and forever retained against each specific lot or homesite to secure the prompt and punctual payment of charges arising from (1) lot mowing and cleaning prior to construction of improvements (2) removal of debris and mud from on or around each lot or homesite and streets or Common Area of Stonehenge brought about by trucks and workmen working on the lot, which debris and mud must be removed from streets and Common Area within 24 hours of the occurrence, after commencement of construction of improvements thereon until completed.

The Maintenance Committee shall notify each property owner of his failure to perform such duty and obligation as set forth above by certified mail, duly mailed, whether or not so received, and, therefore, if such property owner fails to perform within seven (7) calendar days after the mailing date thereof, the Committee may have it done and the costs thereof shall be imposed on such specific property.

Such charge or charges shall be evidenced by (1) copy thereof mailed, certified mail, to the record title owner of such Lot or homesite at the address last known to the Maintenance Committee, according to its own record of property owners; and (2) the original thereof, acknowledged by the then presiding officer or manager of the Maintenance Committee, filed for record in the County Clerk's office, as a perfected lien for such amount against the property.

Any such filed specific lot charges shall bear interest at ten percent (10%) from date of filing until paid and upon payment thereof may be released of record by the presiding officer or manager of the Maintenance Committee, which together with all costs incurred by the Association by reason of such default, shall be at the sole expense of the Lot Owner indicated, such liens hereby created and thereby filed to secure the payment of such charges are hereby made subordinate and inferior to purchase money liens and liens securing payment of loans made for the purpose of making permanent conforming improvements.

**Section 2. Purpose of Assessments.** The operational and capital assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety and welfare of the residents in the Properties. Intended uses for the operational assessments include without limitation: the continuing maintenance and improvement of the Common Area; domestic water and sanitary sewer and storm drainage for the Common Area; maintenance of private roads, parking areas and walks in the Common Area; improving and maintaining landscaping (including irrigation) in the Common Area; cleaning and mowing vacant lots; employing watchmen; improving and maintaining buildings, exterior lighting, swimming pools, tennis courts, and any other recreational facilities and other items in the Common Area; providing and maintaining a program of insurance for the Association and its properties, services and activities; and providing services in the streets rights of way in and bordering the Properties, which in the opinion of the Board of Directors of the Association serve the purpose of the assessments.

The capital assessments levied by the Association shall be used for the purpose of defraying the costs of any construction, reconstruction, repair and/or replacement of capital improvements in the Common Area and/or in the streets rights of way in and bordering the Properties, including fixtures and personal property related thereto.

The Association may contract for fire protection, water, security, garbage and refusal removal and collect monthly the fee charged for each home so served either separately or along with water and sewage charges issued by the Water District or its successor.

**Section 3. Date of Commencement and Amount of Annual Operational Assessment.** Until July 1, 1979, there shall be no annual assessment for any lot.

- (a) From and after July 1, 1979, the maximum annual assessment shall be determined each year according to the following schedule: The assessment for 1979 will be three hundred twenty-four dollars (\$324) per year per Lot, payable July 1, 1979. The calendar year 1979 shall be the "base year" for property taxes and operating costs. Property taxes shall include all ad valorem and other taxes and assessments levied on the Common Area and the improvements.

located thereon. Operating costs shall include costs of improvement to and maintenance of the common areas, including insurance premiums, costs of all labor and services used in the improvement, operation and maintenance of the common areas, cost of supplies, and utilities (including drainage, water, electricity, gas and sewer) used in the common areas, security, swimming pool maintenance, and all other costs which constitute expense of operating the common areas; excluding, however, costs of capital improvements and depreciation. The property taxes and operating costs shall be determined for the base year and for the calendar year preceding each annual assessment adjustment. The total of the property taxes and operating costs for each year shall be divided by the number of Lots in the subdivision to determine the operating cost and taxes per Lot. The percentage increase or decrease per Lot over the base year shall be determined and the annual assessment hereunder for the succeeding one year period shall be adjusted by that percentage for the Lot owned by each Owner. A certification as to the amount of each annual assessment percentage adjustment made by the Association's certified public accountant shall be final and conclusive for all parties.

- (b) The Board of Directors may fix the annual assessment at an amount determined in accordance with Section 3 (a) hereof.

**Section 4. Annual and Special Capital Assessments for Capital Improvements.**

- (a) From and after July 1, 1979, there shall be annual capital assessment on each Lot of Thirty-six dollars (\$36) per annum paid in on January 1 of each year by each Lot owner/member to a capital account of the Association to be known as the Capital Improvement Contingency Fund. The 1979 fee (\$18 for 6 months) is to be paid by July 1, 1979. The money in this fund shall be used for capital improvements as set forth in Article IV, Section 2 hereof. This assessment is a capital contribution chargeable to each share of membership interest in the Association which becomes immediately owned by each Lot owner/member in accordance with the Articles of Incorporation of the Association when the ownership of each Lot is acquired. The Board of Directors shall control the investment and use of this contingency fund, but it shall be managed so as to be available for use by the Association upon three (3) months notice.
- (b) In addition to the above, the Association may levy at any time a special capital assessment for specific use for capital improvements within the purposes of Article IV, Section 2, provided that any such assessments shall not be effected without the favorable vote or written assent of at least 66-2/3's percent of the votes entitled to be voted in the Association according to the Articles of Incorporation.

**Section 5. Notice and Quorum for any Action Authorized under Section 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty-six and 2/3 percent (66-2/3%) of all the votes shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement, until the required quorum is present at the subsequent meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both operational and capital assessments must be fixed at a uniform rate for all Lots.

Section 7. Effect of Nonpayment of Assessments: Remedies of Association.

Any assessment not paid within thirty (30) days after the due date shall accrue interest from the due date at the rate of ten percent (10%) per annum, but shall not in any event be in excess of applicable usury laws. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the rights 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 judicial 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, and such Owner hereby 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 benefit of all Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot, etc. Builder may accrue fees and pay on each lot when he has received title to the lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Insurance.

- (a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the Common Areas and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism, malicious mischief, and flooding.
- (b) The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Areas.
- (c) Each Owner shall be responsible at his own expense and cost for his own personal insurance on the building and contents of his own residence, carport, garage or parking spaces and his additions and improvements thereto, including decorations, furnishings and personal property therein, and his 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. The Association may, if it elects and if at a savings to the Owners, provide this insurance and bill each Owner on an equitable basis.
- (d) All costs, charges and premiums for all insurance that the Board of Directors authorized as provided herein shall be a common expense of all Owners and be a part of the maintenance assessment.

Architectural Control and Restrictions

Section 1. Architectural Committee. The STONEHENGE III Architectural Committee shall be composed of A. B. Fairfield, Jon Starnes, and Kenneth Lillback, all of Harris County, Texas, which committee and its successors are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the committee, the remaining members shall have full right and authority to act hereunder and to designate a representative to act. The Architectural Committee will endeavor to act on submitted plans within thirty (30) days from receipt of complete submission; however, in the event said committee or its designated representative fails to approve or disapprove any design or location within sixty (60) days after plans and specifications and all other data required have been submitted to it, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with. Neither the committee, the members of such committee, nor any designated representatives shall be entitled to any compensation for services performed pursuant to these restrictions. Until Declarant has sold all lots in the addition, 135 or more or less, being all the lots to be sold by Declarant in the addition, at any time a vacancy exists on said Committee, Declarant, its successors or assigns, shall have the right to fill vacancies; and should it fail to do so within thirty days after receiving notice of such vacancy, the remaining members or member of the committee shall have the right to fill such vacancy. All appointments and designations of persons as successors to the committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the committee, as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created.

Section 2. Submission of Construction Plans to Architectural Committee for Approval. No building, fence, wall or any other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications shall have been submitted to and approved in writing by the Architectural Committee named above, and subsequently as appointed by the Board of Directors of the Association. Such plans and specifications must accurately reflect and contain the following information, in addition to all others necessarily required:

- (a) Size, location, type and estimated cost of construction;
- (b) Materials to be used in the improvements;
- (c) Plot plan to include slab elevation of building and structures; together with the statement, signed by the Lot Owner and the builder, "The living area floor levels are all at or above elevation 77.5 on 1973 adjusted datum.
- (d) Location of improvements with respect to all Lot lines and all building set back lines, and all easements; any low walls in front of building lines;
- (e) Outside color scheme, submitted together with a sample of the brick, wood and other materials planned for use;
- (f) Full working drawings, including floor and foundation plans, interior and exterior elevations, plumbing, electrical and mechanical plans, building specifications, cross-sections and details of site.

Section 3. Permanent Filing of Plans With Architectural Committee and Conditions for Approval.

- (a) A true copy of all such plans, specifications and details shall be lodged permanently with the committee and any buildings or improvements which are thereafter erected, shall conform in detail to such plans and specifications; PROVIDED, HOWEVER, that the committee must give its disapproval of such plans and specifications in writing within sixty (60) days after submission of same or its approval shall be implied.

- (b) Such approval is to be based upon the following requirements, stipulations, conditions and restrictions:
- (1) All residences will be of 51% (lower floor, excluding windows and doors and garage doors) masonry exterior walls. Roofs shall be #1 Perfection 18" wood shingles or good quality asphalt shingles or wood shakes or 4-ply built-up roofing systems, or good quality tile roofs, all subject to the approval of the Architectural Committee.
  - (2) All exterior wood shall have at least two coats of exterior paint or stain. All exterior metals will have not less than two coats of proper exterior paint after the surface has been prepared for the proper bonding of the paints. Alternate methods may be used if approved by the Committee. Each home shall be properly painted not less than every five (5) years. Paint specifications and color must be as approved by the Architectural Committee.
  - (3) Owners will keep the jobsite and all surrounding areas clean during the construction process. Protective attractive barriers, as approved by the Architectural Committee, will be erected, at least 6 feet high, between the building site and any adjacent common areas.
  - (4) Burning within STONEHENGE III will be done only, with proper permits, fully supervised, in an area specifically designated in writing by the Architectural Committee.
  - (5) There will be no clothes lines in view of neighbors or the public.
  - (6) Garage doors will all have electric operators or other devices approved by the Committee, and will stay closed when not being used for ingress or egress. Interiors of every garage will be finished and painted.
  - (7) Every living unit shall have a permanently installed smoke detector in the unit.
  - (8) There will be no exposed concrete block walls..
  - (9) The Architectural Committee is authorized to require changes, deletions, or additions to any plan to make it conform, in the sole opinion of that committee, to adjacent and/or neighboring units within STONEHENGE III.
  - (10) No exterior materials may be used unless approved in writing by the Architectural Committee. The Architectural Committee has authority to approve color, texture, size, etc., of all materials. The Architectural Committee has the authority to designate certain materials to be used exclusively in certain groups of living units. A range of exterior material color selection will be supplied to owners and builders, upon written request, so that compatible variety is attained.
  - (11) Construction offices must be well landscaped and kept clean inside and out at all times. These offices may not be used until they have been approved in writing by the Architectural Committee. Signs on or about the buildings must be in conformity with STONEHENGE III basic sign designs and must be approved in writing by the Architectural Committee before use.



- (12) All construction vehicles must be parked in the designated areas only, as established by the Architectural Committee. Vehicles which do not conform to this rule will not be allowed again into the subdivision.
- (13) All landscaping, fountains, stationary mailboxes, house numbers, sidewalks, lighting, or other improvements on any Lot which are not concealed from view from any other Lot or other portions of the Properties must be harmonious and in keeping with the overall character and aesthetics of the Properties. To this end, the plans therefore shall be submitted to the Architectural Control Committee for its approval or disapproval prior to the construction or alteration of such improvements as provided in this Article V.
- (14) (a) All structures will be subject to the setback or building line established by the Architectural Committee. A map showing the established building line for each Lot shall be on file with the Association.
- (b) No house will have a front elevation in a direct line with the house on either side of it. There will be sufficient difference in adjacent fronts to prevent a row or straight line appearance. The first choice of alignment goes to the first house built. The Owner of each Lot must present to the Architectural Committee proof that his house is not planned in line with houses on Lots on either side of his Lot.
- (15) Anything having to do with any improvements to any Lot in STONEHENGE III which is not specifically covered herein or which becomes the subject to any dispute or conflict shall be submitted to the Architectural Committee for a decision, which decision shall be binding on all parties.
- (16) No residence shall be built with an air-conditioned living area of less than 1,200 square feet.
- (17) Any person owning two or more adjoining Lots, or portions of two or more such Lots, may with the prior written approval of the Architectural Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one living unit and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than 3,000 square feet of land. The altering of any property line within STONEHENGE III must first have the written approval of the Architectural Committee.
- (18) The Architectural Committee shall have the right to specify requirements for minimum setbacks; the location, height, construction materials, and extent of fences, walls or other screening devices; and the orientation of the living unit with respect to garage access and major entry or frontage. The Architectural Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Committee, with the design or overall character and aesthetics of the Properties.

- (19) There will be no electric pads or meters, gas meters, air conditioning compressors, or telephone pads visible from any streets or common areas. Each owner is responsible for the concealment, to the satisfaction of the Architectural Committee, of those items serving his property.
- (20) The finished floor of every living area of every home must be located at or above elevation 77.5, 1973 adjusted datum.
- (21) Each Lot Owner shall apply for and receive from Harris County a proper Building Permit before any construction is commenced. All county laws and regulations will be complied with, and proof of such compliance will be provided to the Architectural Committee when requested by that committee. Construction on a home shall halt when any county or other applicable regulation or law is violated, and shall not recommence until county or other applicable approval is secured. City of Houston Building Codes shall be complied with to the extent determined and interpreted by the Committee for the general welfare of the community. These provisions shall include City of Houston Building Permit and Building Code compliance if the subdivision is annexed by the City of Houston.
- (22) All homes adjacent to ravines or gulleys, or any other common areas will have no structural members exposed to view unless approved in writing by the Architectural Committee. Specifically, joists, posts, and other framing members shall be covered with attractive exterior materials.
- (23) House roof drains must not cause soil erosion that, in the opinion of the Committee, is dangerous or detrimental or unsightly to the community.
- (24) All trenches must be backfilled and compacted to at least 90% of maximum density under optimum moisture conditions. The lot owner is responsible for filling and regrading any settlement that thereafter occurs on his lot.
- (25) Foundation plans for homes in the subdivision must have affixed a certificate of a Texas licensed structural engineer stating that the procedures outlined by the subdivision have been followed and the foundation designed accordingly. A copy of the procedures may be obtained from the Association.
- (26) All yards must slope down away from all buildings so as to prevent water seepage under foundations. The grading plan must be as approved by the Architectural Committee. All lots must be graded to drain into the street or streets they abut, unless a drainage plan of equal effectiveness is approved by the Architectural Committee.
- (27) All landscaping visible to the public will be harmonious with the existing subdivision landscape theme. Variety is permitted, but continuity of feeling is mandatory. No plants will be installed between homes and streets or common areas until a plan for landscaping the lot has been approved in writing by the architectural Committee. Plans in enclosed gardens or enclosed yards are exempt. Covering over 10% of any front yard with any type of gravel substance is strictly prohibited.
- (28) Protective boards from the ground to at least a six foot height are to be placed around all trees of 3" diameter or greater during the construction period of each home.

- (29) The existing ground level around all trees 3" in diameter and larger shall not be altered by more than 2" within the "drip line" of the tree without prior written approval of the Architectural Committee. Any alteration of ground level by more than 6" shall require a structure of at least 6 feet diameter be placed around the tree so the ground level within the 6 foot enclosure will not be altered. Air must be routed to the surface area over the root system by a currently accepted method.
- (30) Fences and/or walls cannot be over 8 feet high, must be of an architectural style and material that harmonizes with nature and community, and must be approved in writing by the Architectural Committee before construction commences. This does not include side walls of the houses themselves, which may be taller. All fences over 7 feet tall must have separate special written permission of the Architectural Committee.
- (31) Fences along the common areas and Briar Forest Drive must be of an architectural style, height, and material approved in writing in advance by the Architectural Committee. Fencing along Briar Forest Drive will be 6 feet high, rough cedar verticle boards, all the same in appearance, faced on the Briar Forest site.
- (32) All house elevations facing common areas must be designed as a "front elevation" and be architecturally attractive, as so judged by the committee, and no house or lots may enter directly onto the recreation center. Houses on corner lots will be designed with two "front elevations", one facing each street.
- (33) Each homeowner will landscape the areas between his house and all common areas as per Article (30) herein and coordinate with the subdivision landscape scheme, and as approved by the Committee.
- (34) Swimming pools, tennis courts, brick walls and elaborate and quality oriented landscaping may be built closer to property lines on each lot than the building lines if approved by the Architectural Committee.
- (35) Everything on or adjacent to a roof or exterior wall of house is subject to the approval of the Committee. This intends to prohibit exposed pipes, ducts, or other unsightly items.

#### ARTICLE VI.

##### Party Walls Prohibited

No party walls shall be permitted in STONEHENGE. The Association shall have the right to enjoin the construction and/or erection of any party wall and hold any owner in violation of this requirement fully responsible for any and all damages and/or loss which it or any member of the Association incurs by reason of such default.

#### ARTICLE VII.

##### Use Restrictions

The Lots and Common Area shall be occupied and used as follows:

Section 1. Residential Use. No Owner shall occupy or use his Lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence.

Section 2. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored or erected in the Common Area without the prior written consent of the Board of Directors.

Section 3. Obstruction of Fire Lanes. There shall be no obstruction of the Fire Lanes as designated by Public authority. Nothing shall be stored or erected in the Fire Lanes that will obstruct free passage upon them, as defined by the Architectural Committee.

Section 4. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of the insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. No boat, trailer, motorcycle or truck shall be parked or stored in any street, alley, parking lot or the Common Area, or within view from streets or common areas. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in the subdivision. No spirituous, vinuous, or malt or medicated bitters capable of producing intoxication or drugs shall ever be sold, offered for sale, or commercially dispensed on said property, or any part thereof, nor shall said premises, or any part thereof, be used for private or public professional purposes, or illegal or immoral purposes. During the construction period of houses, the Association has the authority to waive the requirements of this Section 5 upon written application.

Section 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn, servants quarters or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Lot. During the construction and sales period of the initial dwelling units, Declarant and his assigns may erect and maintain such structures as is customary in connection with such construction and sale of such property, including, but without limitation, business offices, storage areas, construction yards, signs, model units and sales offices, all if approved in writing by the Architectural Committee.

Section 7. Signs. No sign of any kind shall be displayed to public view on any Lot or building except during the initial construction and sale period except upon receipt of a written permit from the Architectural Committee. During the construction and initial sales period of the dwelling units, builders may use one sign, the design, size and colors for which will be supplied by Declarant, on each Lot to advertise the merits of the property for sale or rent, if approved by the Architectural Committee. Declarant may authorize other signs during the initial sales and construction period. All signs must match the color, size and style of the standardized STONEHENGE III Subdivision signs program.

Section 8. Oil and Mining Operations. No gas or oil drilling gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 9. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall be kept on the Lot Owners' own property, shall not become a nuisance, and are not kept, bred, or maintained for any commercial purpose. Pets may be walked outside if on a leash held by a Lot Owner, or member of Owner's household or employ. The Humane Society, County, SPCA or other appropriate organization will be called to pickup, hold for three days, then destroy any pets running loose in the subdivision.

Section 10. Garbage and Refuse Disposal. No Lot or other area within STONEHENGE shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal them from public view, and safe from dogs and other animals. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s). Equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. All trash cans and containers shall be secured, concealed, and kept closed so they cannot be overturned or otherwise gotten into by animals.

**Section 11. Sewage Treatment.** No private sewage treatment system shall be permitted on any Lot.

**Section 12. Use of Common Area.** Except in the individual out of sight patio areas appurtenant to a residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial or subsequent construction of the buildings located thereon as approved by the Architectural Committee or as added subsequently with the approval of the Architectural Committee. Except for the right of Ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of said Property outside the exterior Property lines of each Lot, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Properties, and is necessary for the protection of said Owners. Maintenance, upkeep and repairs of any private Lot area shall be the sole responsibility of the individual Owner and not in any manner the responsibility of the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area, including but not limited to recreation and parking areas and equipment, and walks, may, at the Board's option, be taken by the Board of Directors (or by its duly delegated representative).

**Section 13. Owner's Maintenance.** The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: (a) the exterior maintenance upon each Lot which is subject to assessment here under, including without limitation; paint, repair, replacement (even in the event of a fire, or other casualty loss covered by insurance of the premises) and care for roofs, gutters and downspouts, exterior building surfaces, fences, trees, shrubs, grass, walks, and (b) air conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, any portion of natural gas, and/or telephone service lines located on the Lot but not maintained by the gas and/or telephone companies, and water service line from connection at the community line to and throughout the dwelling unit.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners. In the event of the failure of any Owner to observe the maintenance obligations imposed hereunder, then the Association shall send written notice to such Owner setting out the particular failure or failures of the Owner to maintain the property as herein required, and the Owner shall have sixty (60) days after receipt of such notice within which to remedy and cure its breach thereunder. If the Owner has not, within such sixty (60) day period, cured the default in full, then the Association shall have the right to perform the maintenance work for the Owner's behalf, and any sums expended by the Association in this regard shall become and constitute a lien on the property of the Owner. The Association or its representatives shall have access to each Owner's property at all reasonable times between 9 A.M. and 6 P.M. on all days except Sunday for the purposes of seeing to the compliance of these restrictions.

**Section 14. Outside Antennas.** There will be no antenna for television reception or any other purpose which is visible to the public or other Owners, unless there is not attic space within a home for an antenna, or if normal signal reception for the area is not obtainable from within an attic of the home. In such exceptional cases, the antenna is to be located on the side of the house away from streets or common areas, and it is to be done as unobtrusively as is practical, and only as approved by the Committee.

**Section 15. Non-Discrimination.** No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

112-97-1697

Section 16. When a home is placed with a side wall common to a side property line then there shall exist, on the lot adjacent to that particular side wall a two (2) foot easement along the side of that lot that is adjacent to the home so placed. This easement is for the purpose of maintenance of that side of the house, drainage of rain water from the roof and/or gardens or patios on that side of the house, and for other reasonable purposes for the proper maintenance of the home. When entering upon or using this easement, the owner of the home with the side wall common to the property line is responsible for not damaging the neighbor's property, and for leaving it in a condition after he has entered upon it, to maintain or drain his home, that is equal to the condition of it before he entered onto it.

Should a home be built less than two (2) feet from a side property line then the owner of said home may use that side yard space for maintaining and draining his home and yard, but the owner of the lot adjacent to that property line shall have an easement giving him the right to landscape and use that space, so long as he properly maintains it regularly, his use of it does not become a nuisance to the owner of it, and he does not prevent the owner of that space from having reasonable access to service his house.

## ARTICLE VIII.

Utilities and Easements

Section 1. Construction. Each Lot and the property included in the Common Area shall be subject to an easement for encroachments created by construction, as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing two or more residences is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments of parts of the adjacent residential units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. All Owners agree that it shall be their obligation to restore to its original condition any damage done in so using this easement.

Section 2. Utility, Emergency and Association. There is hereby created a blanket easement upon, across, over and under all said properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones, drainage, irrigation, security wiring and electricity. By virtue of this easement, it shall be expressly permissible for the applicable company to erect and maintain the necessary equipment on said property and to affix and maintain electrical, telephone and/or other wires, circuits, piping and conduits, on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles, postal and other delivery vehicles approved by the Board and all similar persons to enter upon the Common Area and all streets in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residence or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, drainage or irrigation or other lines (across two or more lots), or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter as approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement of said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 3. Underground Utility Service. "An underground electric distribution system will be installed in that part of Stonehenge Subdivision, Section Three, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Stonehenge Subdivision, Section Three, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the 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. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own 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 dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

"The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changes so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

"The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Stonehenge Subdivision, Section Three, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s)."

**Section 4. Telephone Service.** Telephone service shall be available to each Lot and Common Area. Service between the telephone company's main lines and an individual residence shall be by way of underground conduit. All service wires therein shall be installed, owned and maintained by the telephone utility. Service required within Common Areas may be done by the Association if it so elects. Location of all service risers will be only as approved by the Architectural Committee.

**Section 5. Water Service.** Water service shall be provided to each lot by water mains owned and operated by Declarant, or Harris County Municipal Utility District #28 and/or its assigns. Service will be provided to a point within five (5) feet inside each lot and terminated with a curb stop. It shall be the Lot Owner's responsibility to have the service extended from the curb stop and connected to the interior plumbing of his residence. Individual water meters will be owned by Municipal Utility District No. 28. The Board of Directors of the Association may elect to collect fees for monthly water service in conjunction with other herein mentioned assessments as a convenience to Lot Owners. These arrangements are valid only insofar as they comply with applicable authority codes.



**Section 6. Sanitary Sewer Service.** Sanitary sewer service shall be provided to each Lot by means of a sanitary sewer collection system connected to the Sanitary sewer system of Declarant or Harris County Municipal Utility District #28, and/or its assigns. That portion of the sanitary sewer service line throughout the residence and individual lot that serves that lot only shall be owned and maintained by the Owner. That portion of the sanitary sewer system that consists of trunk lines serving several lots will be owned and maintained by the Association and/or its assigns. The Board of Directors of the Association may elect to collect from each Lot Owner a monthly sewerage service fee and pay said fees for the Lot Owners to the applicable utility authority.

**Section 7. Underground Natural Gas Service.** Underground Natural Gas Service may be made available by Declarants or his assigns to each Lot and Common Area. In the event this is done:

Metering equipment will be located on the exterior wall of a residence, the location of which must be approved by the Architectural Committee. Service between the meter and the main shall be by way of underground pipe constructed, owned and maintained by the gas utility company. Service from the meter to the interior of a residence shall be by way of privately constructed line which may be placed on the exterior wall of the residence to the point that it enters the structure. That portion of the line between the meter and the point that it penetrates the exterior wall of a residence shall be owned and maintained by the Owner. Meter locations shall be as approved by the Architectural Committee. Meters shall be concealed from public view.

**Section 8. Use of Easements.** Easements for underground utility services may be crossed by driveways, walkways, patios, balconies, walls, fences and hedges. Such easements for underground services shall be kept clear of all other improvements, including buildings, except as approved by the Architectural Committee, and neither Declarant, the Association, nor any utility company using the easements shall be liable for any damage done by either them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

#### ARTICLE IX.

##### General Provisions.

**Section 1. Enforcement.** The Association, its assigns, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, its assigns, or by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

**Section 3. Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, 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. This Declaration may be amended during the first thirty-five (35) year period, with the consent of two-thirds of the votes as set forth in the Articles of Incorporation of the Association and, thereafter, by an instrument signed by the owners of not less than seventy-five (75%) of the Lots. Any amendment must be recorded in the Deed Records of Harris County, Texas.

**Section 4. Notices.** Any and all notices required to be given hereunder shall be in writing, and shall be mailed, certified mail, return receipt requested, to the Association at its office, to Declarant at its address set forth for A. B. Fairfield in the Articles of Incorporation, or to his current address, if different, or if to any Lot Owner to the address of his Lot.

112-97-1701.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the votes as set forth in the Articles of Incorporation of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of November, 1978.

THE FAIRFIELD COMPANY, INC.

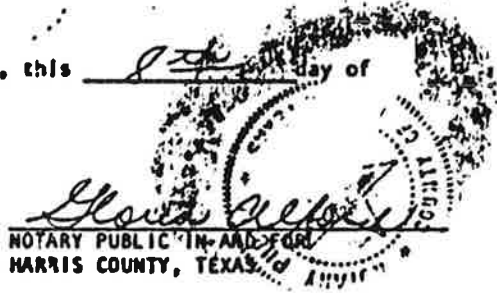
*Al Fairfield*  
Al Fairfield, President



THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared AL FAIRFIELD, President of THE FAIRFIELD COMPANY, INC., a 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of November, 1978.



112-97-1702

GIBALTAR SAVINGS, acting herein by and through its duly authorized officers, being the owner of a certain lien against the herein described real property, said lien being evidenced by instrument filed in Film Code No. 176-11-2430 Clerk's No. F313602 of the Mortgage Records of Harris County, Texas, do hereby in all things subordinate said lien to said Declaration of Covenants, Conditions and Restrictions and do hereby confirm that we are the present owner of said lien with full and total authority regarding subordination of same.

EXECUTED this 16th day of November, 19 78.

GIBALTAR SAVINGS

By: Gary D. Akright  
Gary D Akright

ETA 11-16-78

ATTEST:

James D. Hurst  
James D. Hurst

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority on this day personally appeared Gary D. Akright, TRUSTEE OF GIBALTAR SAVINGS, a Texas real estate investment trust, 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 16th day of November, 19 78.

Patricia Greenhut  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

PAT GREENHUT  
Notary Public in and for Harris County, Texas  
My Commission Expires 6-22-80

RECORDED  
HARRIS COUNTY  
PLACE #400  
1978

Special BM

112-97-1703

FILED

Nov 20 2 00 PM 1978

*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me and was duly RECORDED, in the Official  
Public Records of Real Property of Harris County, Texas on

NOV 20 1978



*[Signature]*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS