

16021

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MLABOW VILLAGE, SECTION TWO
11/05/81 00000564 H216021
11/21/81

130-37-2245

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This Declaration is made on the date hereinafter set forth by ATLAS REALTY COMPANY, a Texas corporation, hereinafter called "Declarant";

W I T N E S S E I H

WHEREAS, Declarant is the owner of that certain real property known as Meadow Village, Section Two Replat, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 302, Page 112, of the Map Records of Harris County, Texas; and,

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such subdivision and, to this end, to subject the lots therein save and except for unrestricted reserve "A" to the covenants, conditions and restrictions hereinafter set forth for the benefit of the Lots and the owners thereof;

NOW THEREFORE, Declarant hereby declares that the above described Lots save and except for unrestricted reserve "A" is held, and shall hereafter be conveyed subject to the covenants, conditions and restrictions as hereinafter set forth. These covenants, conditions and restrictions shall run with said Lots and shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to this benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Declarant" shall refer to Atlas Realty Company, a Texas corporation, its successors and assigns.

SECTION 2. "Subdivision" shall refer to Meadow Village, Section Two Replat, as set forth in the map or plat thereof recorded in Volume 302, Page 112 of the Map Records of Harris County, Texas.

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Doris R. Anderson
COUNTY CLERK
HARRIS COUNTY, TEXAS

SECTION 3. "Subdivision Plat" shall refer to the recorded replat of the Subdivision.

SECTION 4. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or any thoroughfare as shown on the Subdivision Plat.

SECTION 5. "Lot" shall refer to any of the numbered lots shown on the Subdivision Plat, but shall not include unrestricted reserve "A" or any community property acquired by the Association.

SECTION 6. "Corner Lot" shall refer to a Lot which abuts on more than one Street.

SECTION 7. "Living Unit" shall mean and refer to any single-family residential dwelling, and to each single family unit of a two-family residential dwelling, located on property subject to this Declaration Of Covenants, Conditions and Restrictions. At such time as a Living Unit is completed and occupied on a Lot, all indicia of and reference to ownership of such Lot shall cease and thenceforth be applicable to each Living Unit on said Lot.

References to "Living Units" herein shall not be deemed to permit the use of any Lot for any purpose other than single-family residential or two family residential purposes all as more fully set out and defined herein this Declaration.

SECTION 8. "Owner" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot, or Living Unit but shall not refer to any person or entity holding a lien, easement, mineral interest, or royalty interest burdening the title thereto.

SECTION 9. "Association" shall refer to the Keegans Glen Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 10. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 11. "Community Properties" shall refer to any properties, real or personal, hereafter conveyed to or otherwise acquired by the Association for the common use and enjoyment of the Members of the Association.

SECTION 12. "FHA" shall refer to the Federal Housing Administration.

SECTION 13. "VA" shall refer to the Veterans Administration.

SECTION 14. "Builder" shall refer to any person or entity undertaking the construction of a residence on a Lot.

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ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of W. G. Orr, Tom Owen, and Ron Hammonds, all of Harris County, Texas, each of whom shall serve until his successor is appointed. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the covenants herein. The duties and powers of the Committee, their successors and the designated representatives as provided for hereinbelow shall cease on the earlier of ten (10) years from the date of this instrument, or the date upon which all Lots subject to the jurisdiction of the Association have houses thereon occupied as residences, at which time the Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee.

SECTION 2. POWERS OF THE COMMITTEE. No building or other improvements shall be constructed in the Subdivision, and no exterior alteration therein shall be made until the site plan, the schematic plan for landscaping and lighting, and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity and harmony of

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external design and location in relation to surrounding structures and topography and as to quality of workmanship and materials. In the event the Committee fails to approve or disapprove the site plan and schematic plan within thirty (30) days after submission to the Committee, approval thereof shall be deemed to have been given and the requirements of submission of final working plans and specifications shall be waived, however such approval and waiver shall not operate to waive any other covenants, conditions and restrictions set forth herein.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision.

No construction of a building, structure, fence, wall, or other improvements shall be commenced until the contractor designated to perform such construction has been approved in writing by the Committee. In the event the Committee fails to specifically approve or disapprove a contractor within thirty (30) days after his name is submitted to it, approval thereof shall be deemed to have been given.

If the exterior of any residence is in need of repair or maintenance, the Committee may notify the Owner thereof in writing of the need of such repairs or maintenance, and if such repairs or maintenance are not accomplished within thirty (30) days of said date, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Committee's cost, together with

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interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection

ARTICLE III

KEEGANS GLEN HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance charge funds, enforcement of the Restrictions, providing for the maintenance, preservation and architectural control within the Subdivision, the general overall supervision of all of the affairs and wellbeing of the Subdivision and the promotion of the health, safety, and welfare of the residents within the Subdivision.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of not less than three (3) Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner of a Lot or Living Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lots and Living Units which are subject to assessment by the Association and shall automatically pass with the title to the Lots or Living Unit.

SECTION 4. VOTING. The Association shall have two classes of voting membership:

- (a) **CLASS A.** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Living Unit owned. When more than one individual or entity holds an ownership interest in a Lot or Living Unit, all such persons shall be members, but in no event shall they be entitled to more than one vote be cast with respect to any such Lot or Living Unit.
- (b) **CLASS B.** Class B members shall be the Declarant, or its successors or any person or entity who or which acquires Lots for purposes of development and to whom or which the rights and obligations of Declarant hereunder are specifically assigned by Declarant or its successors. Class B members shall be entitled to three (3) votes for each Lot or Living Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or (ii) on January 1, 1990. However, if Class B membership has automatically converted to one vote per Lot or Living Unit owned, it shall automatically revert to three votes per Lot or Living Unit owned in the event additional Lots are subjected to the jurisdiction of the Association such that the Declarant owns more than twenty-five percent (25%) of all Lots. Such reinstated Class B membership shall terminate under the terms above.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

The Declarant, for each Lot or Living Unit within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot or Living Unit which shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot or Living Unit against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot or Living Unit at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot or Living Unit. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expensed incurred by the Association and at the option of the Board of Directors of the Association for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and

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all other expense incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery on esplanades and easements and in the Community Properties; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgement is exercised in good faith.

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SECTION 3. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the date of commencement of the first annual assessment as determined by the Board of Directors, the maximum annual assessment shall be \$180.00 per Lot or Living Unit. From and after the first day of January of the year immediately following the date of commencement of the first annual assessment, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Department of Labor, Washington, D.C., or any successor publication, for the preceding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior years annual assessment, whichever is greater, without a vote of the Members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage increase only by written approval of two-thirds (2/3rds) of each class of Members in the Association. In lieu of notice and a meeting of Members as provided in the By-Laws of the Association.

a door-to-door canvass may be used to secure the required written approval of the Owners for such increase in the annual assessment or in the special assessment for capital improvements as provided below. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Harris County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Members.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a particular capital improvement located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds (2/3rds) of each class of Members in the Association.

SECTION 5. RATES OF ASSESSMENT. Both annual and special assessments on all Lots or Living Units, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots or Living Units that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot or Living Unit shall change as the character of ownership and the status of occupancy changes.

SECTION 6. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The Lots or Living Units shall each commence to bear their applicable Maintenance Fund assessment from and after that certain date fixed by the Board of Directors as the commencement date for same. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot or Living Unit in the next calendar year. Written

notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot or Living Unit is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Living Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot or Living Unit is binding upon the Association as of the date of its issuance.

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SECTION 7.

EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the Vendor's Lien herein retained against the Lot or Living Unit. Interest accruing on past due assessments at the maximum rate permitted by law, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot or Living Unit hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the Vendor's Lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Properties or abandonment of his Lot or Living Unit.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove

provided, the title to each Lot or Living Unit shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or

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valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot or Living Unit shall not affect the Vendor's Lien provided, however, the sale or transfer of any Lot or Living Unit pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Living Unit or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

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 and charges created herein. Notwithstanding the foregoing, no Lot or Living Unit which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit subject to the following rights of the Association:

- (a) The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties upon approval by two-thirds (2/3rds) of the votes cast by each class of Members at a Meeting of Members. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the Members, except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such Community Properties, to charge admission and other fees as a condition to continued enjoyment by the Members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonably wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure purchaser, interest thereon at the rate of ten percent (10%) per annum, and other reasonable expenses incident to maintenance of such Community Properties incurred by the lender or foreclosure sale purchaser shall be satisfied or recovered, whereupon the possession of such Properties shall be returned to the

Association and all rights hereunder of the Members shall be fully restored.

- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the voting rights and enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members provided, however, this provision shall not be construed to limit the right of the Association to grant or dedicate public or private utility easements in portions of the Community Properties.
- (f) The Association shall have the right, but not the obligation, to contract, on behalf of all Lots or Living Units for garbage and rubbish pickup and to charge the Owner of each Lot or Living Unit for his pro rata share to be determined by dividing the number of Lots or Living Units being served into the total cost of providing such garbage and rubbish pickup and such cost to be in addition to, should the Association so elect, the assessments described herein.

SECTION 2. DELAGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Community Properties to the members of his family, to his tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

ARTICLE VI

SECTION 1. RESIDENTIAL USE. Lots one through twenty-six in Block 5 of the Subdivision are hereby restricted to residential dwellings of one or two families. Only one single-family or two-family dwelling shall be built or permitted on each such lot. All other lots in the Subdivision are hereby restricted to residential dwellings for single family residential use only.

No business, professional, commercial, or manufacturing use shall be made of any Lot or Living Unit, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residences. No structure other than single-family or two-family residence and accompanying outbuildings shall be constructed, placed on, or permitted to remain on any lot in the Subdivision.

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Any single-family dwelling shall be a detached dwelling of one story, one and one-half story, or two story construction and shall have a garage, whether attached or detached, for not less than two cars nor more than three cars. Any two-family dwelling shall be a detached dwelling of one story, one and one-half story, or two story construction and shall have not less than two garages, either attached or detached, each for not less than one car nor more than three cars. No garage apartments for rental purposes shall be permitted.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or Living Unit. Consistent with its use as a residence, dogs, cats, or other household pets may be kept on a Lot or Living Unit provided that they are not kept, bred, or maintained for any business purposes.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot or Living Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus, unused or inoperable automobiles shall be parked or kept in the Street in front of, or side of any Lot or Living Unit, or on any Lot or Living Unit, unless such vehicle is stored within a garage. No Owner of any Lot or Living Unit in the Subdivision or any visitor or guest or any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or streets in excess of forty-eight (48) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot or Living Unit nor shall any Lot or Living Unit be used or maintained as a dumping ground for such materials. All such matter shall be placed in

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contain not less than 1200 square feet. The total living area of any one ...

sanitary refuse containers constructed of metal, plastic, or masonry material with tightfitting sanitary covers or lids and placed in an area adequate and screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot or Living Unit shall remove such prohibited matter from his Lot or Living Unit at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS. No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence to construct improvements thereon, and then such materials shall be placed within the property lines of the Lot or parcel of land upon which the improvements are to be erected, with the exception that during construction of the original improvements, some building materials may be placed or stored between the pavement and property line. Under no circumstances shall building materials be placed or stored on the street paving.

SECTION 8. MINERAL PRODUCTION. No drilling, developing operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot. Declarant waives its right to use the surface of the Subdivision for the exploration, development or production of oil, gas or other minerals from the mineral estate, if any, owned and retained by Declarant.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LIVING AREA REQUIREMENTS The ground floor area of any one-story, single-family dwelling, exclusive of porches and garages, shall

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contain not less than 1200 square feet. The total living area of any one and one-half story or two-story, single family dwelling, exclusive of porches and garages, shall contain not less than 1200 square feet.

The total ground floor area of each Living Unit of any two-family dwelling, exclusive of porches and garages, shall contain not less than 850 square feet.

SECTION 3. LOCATION OF RESIDENCE ON LOT. Unless otherwise approved by the Committee, all residences on each Lot shall face the Lot line having the shortest dimension abutting a Street (front lot line). Residences on Corner Lots shall have a presentable frontage on each Street on which they face. Driveway access will be provided from the front lot line only, except for Corner Lots which may have driveway access from a side Street. No residence shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the Subdivision Plat. No residence shall be located on any utility easement. However a residence or appurtenance thereto may be located not less than three (3) feet from an interior lot line provided that the construction of a residence on the adjacent lot is complete and such residence shall be no closer than seven (7) feet to the same interior lot line. Otherwise, no residence shall be located nearer than five (5) feet to an interior lot line. It is the intent of this provision to maintain at least a ten (10) foot separation between residences on contiguous lots, while also allowing residences to be built as close as three (3) feet to an interior lot line. No accessory building, having first been determined to be permitted by and acceptable to the Committee, shall be erected on any Lot nearer than sixty-five (65) feet to the front lot line, nor nearer than three (3) feet to either side lot line nor within any utility easement. For the purposes of this covenant, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

Notwithstanding anything to the contrary contained herein, a residence may have one outside wall abutting a side lot line for that lot designated as the "zero setback line". To provide for uniformity and proper utilization of the

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building area within the lots, residences or appurtenant structures on a lot utilizing a zero lot line shall not be located less than 10 feet from the interior side lot line opposite the zero setback line on such lot except that any building may not be located less than eight feet from an interior lot line provided that the building or buildings on the adjacent lot are complete and situated in such a manner as to be no closer than ten (10) feet to the nearest adjoining building. Overhang of the walls and roof of the residence on a lot utilizing a zero lot line shall be permitted to extend beyond the zero setback line and lot lines so long as such overhang does not extend out more than eighteen (18) inches from the slab or foundation and the roof on the zero setback line is constructed in such a manner as not to drain onto the adjacent lot.

For lots utilizing a zero lot line, no windows, doors or other fenestrations 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.

The side wall of a residence or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material consisting of masonry with brick-face exterior or similar material as approved by the Architectural Control Committee; and such walls shall satisfy the City of Houston Building Code as to fire resistance. The Owner of any adjacent lot shall not attach anything to a side wall or fence located on the zero setback line.

There shall be no zero setback line located on a corner lot where such lots would be located nearer to the side street than the minimum building setback line on such corner lot.

Each lot shall be subject to a three (3) foot access easement for the construction, repair and maintenance of improvements located upon any adjacent lot where said improvements are located on the "zero setback line" on the adjacent lot. The zero setback line owner must replace any fencing, landscaping or other items on the adjoining lot that he may disturb during such

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... maintenance. Additionally, when used, must be left clean and unobstructed unless it is actively being utilized and any items removed must be replaced. The zero setback line owner must notify the Owner of the adjacent lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access 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 Saturdays.

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SECTION 4. TYPE OF CONSTRUCTION. Unless otherwise approved by the Committee, at least thirty percent (30%) of the exterior wall area of all residences (excluding detached garages), excluding gables, windows, and door openings, must be masonry or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material. The Living Units of any two-family dwelling shall be separated by a party wall conforming to the building code provisions of the City of Houston.

SECTION 5. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

SECTION 6. DRIVEWAYS. On each lot the builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement.

and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto

SECTION 7. ROOF MATERIAL. Roofs of all residences shall be constructed so that the exposed material is a composition type shingle having a color and weight per square acceptable to the Committee.

SECTION 8. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences is prohibited. No fence shall exceed eight (8) feet in height.

SECTION 9. GRASS, SHRUBBERY AND FENCING. The Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired, and if not removed by Owner upon request, then the Declarant or Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles.

SECTION 10. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, and (b) one sign of not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is

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reserved by Declarant to construct and maintain, or to allow Builder within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within the triangular area formed by the two (2) lot lines abutting the Street and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the lot line abutting a Street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

SECTION 12. EXTERIOR ANTENNAE. No radio or television wires or antennae shall be placed on any Lot between the residence and an adjoining Street. Nor shall antennae, including free-standing antennae, extend more than six (6) feet above the roof of a residence.

SECTION 13. CURB RAMPS. Pursuant to 23 U.S.C. Sec. 402(b)(1)(F)(Supp 1976), curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks. All curb ramps shall be constructed in accordance with specifications provided by the Engineering Department of Harris County, Texas.

SECTION 14. FHA SCREENING FENCES. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

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SECTION 15. SIDEWALKS. Before the construction of any residence complete, the Builder shall construct in all adjacent street rights-of-way a concrete sidewalk four (4) feet in width, approximately parallel to the street curb and two to five (2 to 5) feet from the lot line. The sidewalk shall extend the full width of the Lot. On Corner Lots the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner.

SECTION 16. MINIMUM LOT SIZE IN RELATION TO RESIDENCE. No residence shall be erected on any Lot or combination of Lots having a lot width at the front of the Lot less than the shortest lot width at the front of any lot as shown on the Subdivision Plat; and no residence shall be erected on any Lot or combination of Lots having a lot area less than the area of the smallest Lot presently platted on the Subdivision Plat.

SECTION 17. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

SECTION 18. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 19. AIR CONDITIONERS. No window or wall type air conditioners visible from any Street shall be permitted.

SECTION 20. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 21. ENFORCEMENT OF EXTERIOR MAINTENANCE. In the event of violation of any covenant herein by any Owner or occupant of any Lot or Living Unit and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and restore the Lot or Living Unit and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and

restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such lot. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot or Living Unit for the cost of such work. The Owner or occupant agree by the purchase and occupation of the Lot or Living Unit to pay such statement immediately upon receipt. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

ARTICLE VIII

EASEMENTS

SECTION 1. GENERAL. Declarant reserves the right to make changes in and additions to the easements as shown in the Subdivision Plat for the purpose of more efficiently and economically installing the utility lines and other improvements, but such changes and additions must be for the general benefit of the Subdivision and the Owners and must be reserved and created in favor of any and all utility companies for the purposes hereinabove set forth. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by Declarant, utility company, authorized political subdivision, or their assigns, agents, employees or servants. Declarant reserves the right, during the installation of paving adjacent to the Lots, to enter onto any of the Lots for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Lots have been conveyed to any other Owner or Owners or if a contract for sale or other lawful instrument of sale has been executed covering the Lots.

SECTION 2. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed within the Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Subdivision. The Owner of each lot or Living Unit in the Underground Residential Subdivision shall, at his own

cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on each customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot or Living Unit shall, at his 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 Living Unit constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot or Living 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 will install the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units 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. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed and this Declaration be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant 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 such 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

133-17-2665

distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot, plus (2) the cost of rearranging and adding any electric facilities serving such lot, which rearrangement and/or addition is determined by the company to be necessary, provided that in no instance shall Declarant be obligated to pay the electric company such amount representing the excess in cost should the Lot Owners amend the Declaration to allow dwellings of a different type.

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The provisions of the two preceding sections shall also apply to any future residential development in reserve(s), if any, shown on the Subdivision Plat, 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 has been undertaken in the Underground Residential Subdivision, such Owner shall pay the electric company \$1.75 per front lot foot unless the Developer has paid the electric company as above-described. The provisions of this section and the two preceding sections do not apply to any future non-residential development in such reserve(s).

The surface of easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

No provision of the four preceding paragraphs of this Section 2. (the text of which is substantially prescribed by the electric company) shall in any manner operate or be construed to permit the construction on any Lot of any

type of residential dwelling other than a single family unit, as prohibited in Section 1. of this Article VI.

ARTICLE IX

ENFORCEMENT

The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, the covenants, conditions and restrictions contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to terminate the Covenants herein.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. REPLATTING. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundary of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

SECTION 6. AMENDMENT. Subject to the provisions of Article XI, this Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by two-thirds (2/3rds) of the votes cast by each Class of Members at a Meeting of Members.

Declarant shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

ARTICLE XI

ANNEXATION

Additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) of each class of Members of the Association provided, however, that upon submission to and approval by the FHA or the VA of a general plan, such additional stages of development may be annexed by Declarant without such approval by the Membership. The Owners of Lots in such annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual maintenance assessment imposed hereby on a uniform, per Lot basis. As long as there is a Class "B" membership, the annexation of additional properties, the dedication of Community Properties, if any, to the Association, the mortgaging of such Community Properties, and the amendment of this Declaration of Covenants, Conditions and Restrictions shall require the prior approval of the FHA or the VA.

Upon a merger or consolidation of the Association with another Association, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated Association, or alternatively, the

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...shall administer the covenants, conditions and restrictions established in this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other Association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except upon approval of two-thirds (2/3rds) of each class of Members of the Association.

11-1-1981

September, 1981

DECLARANT

ATLAS REALTY COMPANY

ATTEST
By: [Signature]
Name: L.E. Hill
Title: Asst. Sec.

By: [Signature]
Name: W. L. Orr
Title: Vice President

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared W. L. Orr, Vice President of ATLAS REALTY COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of September, 1981.



STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public Records of this State and at the time stamped before by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

[Signature]
Name: PATRICIA A. CROSS
Notary Public in and for Harris County,
TEXAS
My commission expires: 5-5-84

NOV - 5 1981



[Signature]
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RETURN TO

Atlas Realty Company
Attn: W. G. Orr
P.O. Box 1375
Houston, TX 77001