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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MEADOW LAKE, SECTION I
A SUBDIVISION IN HARRIS COUNTY, TEXAS

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS DECLARATION, made on the date hereinafter set forth by
MEADOW LAKE ASSOCIATES, a Texas joint venture composed of JOHN
BURLEY CORPORATION, a Texas corporation, and R & S LAND COMPANY,
a Texas corporation, said joint venture having its principal
offices in Houston, Harris County, Texas, hereinafter called
"Declarant".

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HARRIS COUNTY, TEXAS

W I T N E S S E T H :

172-89-1972

WHEREAS, Declarant is the owner of that certain property known as MEADOW LAKE, SECTION I, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 299, Page 74, of the Map Records of Harris County, Texas;

WHEREAS, HEIGHTS SAVINGS ASSOCIATION, a Texas savings and loan association (hereinafter called "Lienholder") is the owner and holder of certain indebtedness secured by liens on MEADOW LAKE, SECTION I;

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots in said subdivision:

NOW, THEREFORE, Declarant, joined by Lienholder, hereby adopts, establishes, declares and imposes upon MEADOW LAKE, SECTION I, the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Properties" shall mean and refer to MEADOW LAKE, SECTION I, subject to the reservations set forth herein and/or in the Subdivision Plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

SECTION 2. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat, whether or not they are Improved Lots.

SECTION 3. "Improved Lot" and/or "Improved Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which have been improved with paved streets adjacent thereto and which are restricted hereby to use for residential purposes.

SECTION 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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 and those having only an interest in the mineral estate.

SECTION 5. "Subdivision Plat" shall mean and refer to the map or plat of MEADOW LAKE, SECTION I, recorded in Volume 299, page 74, of the Map Records of Harris County, Texas.

SECTION 6. "Architectural Control Committee" shall mean and refer to the MEADOW LAKE, SECTION I Architectural Control Committee provided for in Article IV hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

SECTION 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth herein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof, as if fully set forth herein, and together with the provisions of this Declaration, shall be construed as being incorporated in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant and its successors in title, conveying the Properties or any part thereof, whether specifically referred to therein or not.

SECTION 2. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Subdivision Plat

for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the Properties.

SECTION 3. Neither Declarant, its assigns, agents, employees or servants nor any utility company using the easements herein referred to shall be liable for any damages done by them to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

SECTION 4. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement user, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said land or other portion of the Properties, and, where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

In the event that audio and video communication services and utilities are made available to any of the Lots by means of an underground-coaxial cable system, Declarant hereby reserves, for itself and its successors and assigns, a two-foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the house or garage, constructed or to be constructed, upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

ARTICLE IIIUSE RESTRICTIONS

SECTION 1. Land Use and Building Type. All lots shall be known, described, used and enjoyed as Lots for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two (2) stories in height plus a detached or an attached garage for not less than two (2) or more than four (4) cars. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex houses or garage apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial, non-residential, or manufacturing purpose. Except as provided for in SECTION 9 of this Article III, no building of any kind or character shall ever be moved onto any Lot but only new construction shall be placed and erected thereon.

SECTION 2. Occupancy. Each single family dwelling may be occupied by only one family consisting of one or more persons related by blood, adoption or marriage or no more than two unrelated persons living and cooking together as a single housekeeping unit together with any household servants. Each single family dwelling shall contain no more than one housekeeping unit.

SECTION 3. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications therefor and a plot plan showing the proposed location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

SECTION 4. Dwelling Size. The ground floor area of the main residential structure on each Lot, exclusive of open porches and

garage, shall not be less than 1,000 square feet for a one (1) story dwelling, nor shall the ground floor plus the upper floor area of the main residential structure on each Lot if any multi-story dwelling be less than 1,200 square feet.

SECTION 5. Type of Construction, Materials and Landscape.

(a) The exterior of each dwelling shall consist of a minimum of 51 percent masonry unless otherwise approved in writing by the Architectural Control Committee. No external roofing material other than #235 composition shingles of a wood-tone color shall be constructed or used on any building or structure on any part of the Properties without the written approval of the Architectural Control Committee.

(b) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb along the entire front of each Lot and along the entire side adjacent to the street of each corner Lot. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks, which shall be constructed and completed before the main residence is occupied. At each street intersection and/or pedestrian crosswalk where a sidewalk shall abut the curb, there shall be provided curb ramps with a rough, non-skid surface to accommodate handicapped individuals in wheel chairs. The construction and the specifications for said curb ramps shall be as specified by the Harris County Engineering Department.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building or structure in any part of the Properties, in such a manner as to be viewed from any street on which the Lot fronts or sides.

(d) Each kitchen in each residential building situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(e) No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building setback.

lines as shown on the Subdivision Plat. The erection of chain link fences facing upon or adjacent to a street on any Lot is prohibited. A solid wood planked or masonry fence with no spaces or openings not closed off by gates and at least six (6) feet in height shall be constructed and maintained along the most westerly side lot line of Lot Two Hundred Twenty-Two (222), of Block Six (6), and of Lots Fifty (50), Fifty-One (51) and Fifty-five (55) through Seventy (70) of Block Two (2).

SECTION 6. Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the Subdivision Plat. No building shall be located nearer than five (5) feet to an interior lot line, except that a building may be located not less than three (3) feet from an interior lot line provided that all the buildings or structures on the adjacent Lot are complete and situated in such a manner as to be no closer than ten (10) feet to the nearest building or structure on the adjoining Lot in question. It is the purpose of this provisions to maintain at least a ten (10) foot separation between all buildings or structures on contiguous lots, while also permitting in the circumstances describer above structures to be built as close as three (3) feet to an interior lot line. Notwithstanding anything to the contrary herein contained, a garage or other permitted accessory building which is located more than sixty-five (65) feet from the front lot line may be located not less than three (3) feet from any interior lot line, and any appurtenance thereto may be located not less than three (3) feet to any utility easement. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach on any other Lot. For the purposes of this Declaration, the front of each Lot shall coincide with and be the boundary line of such Lot abutting a street, or having the smallest or shortest dimension abutting a street.

172-89-1978

Unless otherwise approved by the Architectural Control Committee, each building used as a residence will face the front of the Lot whereon it is situated, and each detached or attached garage will face either upon the front lot line or upon a line drawn perpendicular to the front lot line, and shall not be located nearer to the front lot line than the minimum building setback lines shown on the Subdivision Plat; provided, however, that upon approval of the Architectural Control Committee, any detached garage located more than sixty-five (65) feet from the front lot line shall not be required to face upon said lot line. Driveway access will be provided from the front of the Lot only, except that such access may be provided to corner Lots from a side street.

SECTION 7. Minimum Lot Area. No Lot shall be resubdivided or partitioned so as to result in any Lot having an area of less than six thousand (6,000) square feet; nor shall any building be constructed on a Lot with an area of less than six thousand (6,000) square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties if such resubdivision results in each resubdivided Lot containing not less than six thousand (6,000) square feet; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area.

SECTION 8. Annoyance or Nuisances. No noxious, illegal or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. The Architectural Control Committee's determination as to what constitutes a noxious or offensive activity shall in all cases be final and conclusive.

SECTION 9. Temporary Structures. Except as approved by the Architectural Control Committee, no structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other out-building shall be constructed or maintained or used on any Lot at any time for any purpose, either temporarily or

permanently; provided, however, that the Declarant reserves the exclusive right to erect, place and properly maintain such facilities in or upon any portions of the Properties as in its sole discretion it may consider necessary or convenient while selling Lots, selling or constructing residences or constructing other improvements upon the Properties. Such facilities may include, but shall not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities. No truck, trailer, boat, automobile or other vehicle shall be stored, parked or kept on any Lot or in the street in front of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day-to-day; provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in the garage or carport permitted on any Lot covered hereby.

SECTION 10. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot except (i) one sign of not more than ten (10) square feet advertising the particular Lot or plot on which the sign is situated for sale or rent, and (ii) one sign of not more than five (5) square feet to identify the particular Lot or plot as may be required by the Federal Housing Administration or Veterans Administration during the period of actual construction of a single-family residential structure thereon. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of the property in this subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 10, be erected, permitted or maintained on any Lot or plot without the express prior written consent of the Architectural Control Committee. The term "Declarant", as used in this Section 10, shall refer to such successors or assigns of Declarant to whom

172-89-1980

Declarant shall expressly and specifically designate to exercise the rights reserved to Declarant in this Section 10.

SECTION 11. Oil and Mining Operations. No oil drilling or 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 12. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

SECTION 13. Remedy for Violation. In the event of breach or violation by the Owner, resident or occupants of any Lot of these covenants, which breach or violation continues after ten (10) days' written notice thereof, Declarant or its assignee, may without liability to the Owners or occupant in trespass or otherwise, enter the premises and remove or cause to be removed, repair or caused to be repaired, correct or otherwise remedy, or cause to be corrected or remedied, the cause of such breach or violation, and to do or perform such other acts as may be necessary to secure compliance with these restrictions, so as to place

172-89-1981

and maintain the premises in a neat, attractive, healthful, safe and sanitary condition, and may charge the Owner or occupant for the cost of such removal, repair or other remedial work. The Owner agrees by his purchase of the Property to pay such costs immediately upon receipt of a statement thereof. To secure the payment of such charges, a continuing lien is hereby retained in favor of Declarant or its assignee with the same characteristics as the assessment lien set forth in Section 9, Article IV hereof which are hereby incorporated as if set out fully.

SECTION 14. Electrical Utilities. An underground electric distribution system will be installed in that part of MEADOW LAKE, SECTION I, designated herein as "Underground Residential Subdivision", which underground service area embraces all of the Lots which are platted in MEADOW LAKE, SECTION I. 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 services 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, 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 changed 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

172-89-1983

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.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Approval of Building Plans. No building shall be erected, place or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards, by the MEADOW LAKE, SECTION I Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications in writing within thirty (30) days after the same are submitted to it, approval will not be required and the

requirements of this Section will be deemed to have been fully complied with.

SECTION 2. Committee Membership. John D. Burley, Judith Smith and Carroll B. Brown, all of Houston, Harris County, Texas, are hereby designated and appointed as the Architectural Control Committee, which committee and its successors are hereby vested with the full right and authority to act as such under the provisions of this Declaration. A majority of such committee shall have the right to designate one or more representatives to act for it in some or all matters arising hereunder. In the event of the death or resignation of any member or members of the committee, the remaining member or members shall have the full right and authority to appoint a successor member or members. Neither the members of such committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. The powers and duties of the committee as from time to time constituted, shall continue in force during the effective period of this Declaration.

The Architectural Control Committee designated hereinabove shall function as the Architectural Control Committee only for new construction on vacant Lots in MEADOW LAKE, SECTION I. The MEADOW LAKE HOMEOWNERS ASSOCIATION, at its organizational meeting, shall appoint an Architectural Control Committee composed of three members, and from time to time their successors, which shall approve in advance any changes made in exterior design or exterior additions or alterations to the buildings or structures on any Lot after original construction and after the structure on a Lot has been occupied as a residence, and shall otherwise function, in the same manner as the Architectural Control Committee as specified by this Section 1 of Article IV.

SECTION 3. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate and revise an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a guideline

112-89-1985

only and the Architectural Control Committee shall not be bound thereby.

ARTICLE V

MEADOW LAKE HOMEOWNERS ASSOCIATION, INC.

SECTION 1. Membership. Every person or entity who is a record Owner of any of the Properties which are subject, or which will be subject upon the completion of improvements thereon, to a maintenance charge assessment by the Association, including contract sellers, shall be a member of the MEADOW LAKE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), excepting only persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the Properties which are subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Other lands may hereafter be annexed into the Properties and become subject to maintenance assessment by the Association in the manner herein described. If so annexed, the Owners of Lots in each future section as well as all Owners whose Lots are subject to maintenance assessments by the Association shall be entitled to the use and benefit of all of the Association's properties that are, or may, as a result of such annexation, become subject to the control of the Association and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that any such future section must be impressed with and subject to an annual maintenance charge imposed hereby, and further such section shall be incorporated by a recorded declaration into the Properties whose Owners are members of the Association. Upon submission and approval by the Federal Housing Administration or Veterans Administration such additional stages of development may be so incorporated by action of the Board of Directors of the Association.

Upon a merger or consolidation of the Association with another Association, which shall be permitted only upon a two-thirds vote of each class of members of the Association, the Associations' properties, rights, and obligations may be transferred to such other surviving or consolidated Association, or alternatively, the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall thereafter assess, collect and administer funds from the owners of all properties subject to assessment by either Association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, terms and provisions established by this Declaration.

SECTION 2. Maintenance Assessments. Declarant imposes on each Improved Lot within the Properties, and each Owner of any Improved Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual assessments or charges to be established and collected as hereinafter provided, and (2) special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge against each of the Improved Lots, and shall be secured by a lien hereby reserved in favor of the Association and its successors and assigns, upon each Improved Lot against which each such assessment is made to the same extent as if retained as a vendor's lien by Declarant in each conveyance of any such Improved Lot, and said lien is hereby expressly assigned to the Association without recourse to any extent unto Declarant. Each such assessment, together with any accrued interest and all collection costs and reasonable attorney's fees incurred to enforce payment thereof, shall also be the personal obligation of the person or entity owning such Improved Lot at the time when such assessment becomes due and payable. The personal obligation for delinquent

assessments shall not pass to such person's or entity's assignee or successor in title unless expressly assumed by such assignee or successor, but shall remain as a charge upon such Improved Lot and continue to be secured by the lien hereinabove described until paid.

SECTION 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Association's properties, and to pay taxes and insurance premiums thereon, and to promote recreation, health, safety, convenience and welfare of the Members, such benefits to include by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, negotiation of garbage and trash collection contracts, police and security service, fire protection, street cleaning, enforcing the provisions of this Declaration, employing at the request of the Architectural Control Committee one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such committee in carrying out its duties and authority as set forth in this Declaration, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Association's properties and operation of the Association, and for the benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association, covering such use, and made in good faith and in accordance with the law and the By-Laws governing the Association shall be final and not subject to contest elsewhere. It is specifically understood in regard to garbage and trash collection that the Board of Directors shall determine from time to time the desirability of including collection fees in the annual assessment or requiring separate payment whether to the Association or direct to the contractor.

172-89-1988

SECTION 4. Maximum Annual Assessment. The rate at which each Improved Lot with a living unit constructed thereon will be assessed shall not exceed \$192 per year; provided, however, that for any calendar year after 1980, the Association may increase said rate as the needs of the Association in the judgment of the Board of Directors shall require; except that if any such increase shall cause the annual assessment to be greater than the aforesaid \$192, plus the yearly rise, if any, of the Consumer Price Index as published by the United States Department of Labor for the preceding month of July; or more than one hundred ten percent (110%) of the amount assessed in the preceding calendar year, whichever is greater, then such an increase shall require the vote of two-thirds (2/3) of each class of members of the Association who vote, in person or by proxy, at a meeting duly called for that purpose with thirty (30) days minimum notice.

SECTION 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against all Improved Lots, 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, repair or replacement of a capital improvement upon any Common Areas, including fixtures and personal property related thereto, provided that any such assessment must have the assent of two-thirds (2/3) of the votes of each class of members who vote, in person or by proxy, at a meeting duly called for that purpose with thirty (30) days minimum notice.

SECTION 6. Voting Right. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarant. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members; provided, however, that the vote of the Owner of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Lot.

172-89-1989

Class B. Class B members shall be Declarant or its successors or any person or entity that acquires Lots within the Properties for purposes of development and to whom the rights and obligations of Declarant hereunder are specifically assigned by the John Burley Corporation, or its successors. Class B members shall be entitled to three (3) votes for each Lot 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 including any annexed areas, or (ii) on January 1, 1990.

Declarant hereby agrees to assign to the Association all of its rights and powers as herein expressly provided for at such time as the Class B membership shall terminate in accordance with the foregoing provisions.

SECTION 7. Rate of Assessment. Improved Lots that are occupied by residents shall be subject to an annual assessment as determined pursuant to Sections 4 and 5, Article V. Improved Lots that are not occupied by residents and that are owned by the Declarant, a builder or a building company shall be assessed at the rate of one-half (1/2) of the annual assessment provided for above. The rate of assessment for an individual Improved Lot, within a calendar year, shall change as the character of ownership and the status of occupancy by a resident changes. The applicable assessment for such Improved Lot shall be prorated according to the rate required for each type of ownership.

SECTION 8. Date of Commencement of Annual Assessments: DUE DATES. The annual assessments provided for herein shall commence as to all Improved Lots on the date the first home is sold to the initial homeowner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Improved Lot at least thirty (30) days in advance of each annual assessment period.

The due dates shall be established by the Board of Directors. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association stating whether the assessments on a specified Improved Lot have been paid.

SECTION 9. Effect of Non-Payment of Assessments/Remedies of the Association. Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Association may bring an action at law to collect such assessment against the Owner personally obligated to pay the same and to foreclose the lien reserved herein against the Lot upon which such assessment is levied or the Association may enforce collection by any other means authorized by law. The Association shall be entitled to recover interest accrued at the rate hereinabove set forth, together with collection costs and reasonable attorney's fees incurred by it in enforcing payment of such assessments whether or not suit is filed. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of any Common Area or by abandonment or conveyance of his Lot.

SECTION 10. Subordination of Lien. The lien reserved herein as security for the payment of the annual and special assessments set out herein, shall to the extent of any assessments which are then due and payable, be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, that (i) are created to secure the payment of the purchase price of all or any part of any Lot (and any improvements thereon), or (ii) are created to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of any Lot.

The sale or transfer of any Lot shall not affect the lien securing the assessments provided for herein. However, the sale

172-89-1991

or transfer of any Lot pursuant either to mortgage foreclosure or to any proceeding in lieu thereof shall extinguish the lien of such assessments as to any payments that have become due and payable prior to such foreclosure, sale or transfer in lieu thereof. No foreclosure or sale or transfer in lieu thereof covering any Lot shall relieve the purchaser or transferee thereof from liability for any assessments thereafter becoming due and payable nor release any such Lot from the lien securing payment of such subsequent assessments.

SECTION 12. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The terms and provisions hereof may be enforced by Declarant, by the Association (and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), or by the Owner of any Lot. Failure of the Association or of any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right thereafter to enforce such provision or any other provisions hereof. No violation of any of the terms or provisions hereof, or any portion thereof, shall affect the rights of any mortgagee under any

172-89-1992
mortgage or deed of trust presently or hereafter placed of record
covering any of the land shown to be within the plat establishing
MEADOW LAKE, SECTION I.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. Term. The covenants, conditions, liens and restrictions contained in this Declaration shall run with the land comprising the Properties and shall be binding upon the Declarant, the Association, and all Owners and all persons claiming under them for a period of forty (40) years from the date of recordation of this Declaration in the real property records of Harris County, Texas, after which time they 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 in the real property records of Harris County, Texas, agreeing to amend or terminate said provisions.

SECTION 2. Severability. Invalidation or unenforceability of any one or more of the covenants of this Declaration by judgment or other court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

SECTION 3. Amendment. This Declaration may be amended during the first forty (40) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners, and thereafter by an instrument signed by not less than fifty percent (50%) of the Owners, and duly recorded in the real property records of Harris County, Texas.

SECTION 4. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any members. The Articles of Incorporation, By-Laws, and this Declaration shall likewise be available for inspection by any member at the office of the Association.

SECTION 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to

172-89-1993

have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

SECTION 6. Good Faith Lenders Clause. Any violation of the provisions hereof shall not affect any lien or deed of trust of record held in good faith upon any Lot or any part thereof, which liens may be enforced in due course, subject to the covenants, conditions, reservations, and restrictions contained herein.

SECTION 7. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the assets, rights and obligations of another association may be added to the Property and to the assets, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer any restrictions, together with any Declarations of Covenants, Conditions and Restrictions governing the Properties and any other properties, under one scheme of administration. No such merger or consolidation shall effect any revocation, change or addition to this Declaration.

SECTION 8. Conflict with Deeds of Conveyance. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded and currently enforceable instrument affecting any portion of the Property, the covenants, conditions or restrictions within such instrument shall govern only to the extent of such conflict.

SECTION 9. Reservation of Minerals. There is hereby excepted from the Properties, and Declarant hereby reserves unto itself and its successors, assigns and predecessors in title in accordance with their respective interests of record, all oil, gas and other minerals in, on and under said land, but Declarant hereby waives the right to use the surface of said land, other than that land or easements owned by Declarant, for exploring, drilling

172-89-1994

for, producing and mining oil, gas and other minerals, provided that Declarant hereby retains and reserves the right to pool the land with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100') by means of wells located on the surface of the land outside the Property or on land or easements owned by Declarant. Such exceptions, retained rights and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their interest of record.

SECTION 10. FHA/VA Approval. So long as these covenants, conditions and restrictions shall remain in full force and effect, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, amendment of this Declaration of Covenants, Conditions and Restrictions, and dedication of Common Area.

EXECUTED THIS 25th day of November, 1980.

DECLARANT:

MEADOW LAKE ASSOCIATES, a Texas joint venture composed of John Burley Corporation, a Texas corporation, and R & S Land Company, a Texas corporation

JOHN BURLEY CORPORATION

By John Burley
R & S LAND COMPANY

By [Signature]
LIENHOLDER:

HEIGHTS SAVINGS ASSOCIATION

By [Signature]

172-89-1995

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John Burley, President of JOHN BURLEY CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated that as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of November, 1980.

SHIRLEY BOAZ
Notary Public in and for Harris County, Texas
My Commission Expires 6-30-84

Shirley Boaz
Notary Public in and for
Harris County, T e x a s

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Clyde M. Speed, Vice President of R & S LAND 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 that as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of November, 1980.

SHIRLEY BOAZ
Notary Public in and for Harris County, Texas
My Commission Expires 6-30-84

Shirley Boaz
Notary Public in and for
Harris County, T e x a s

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James R. Lee, Vice President of HEIGHTS SAVINGS ASSOCIATION, 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 that as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of November, 1980.



Lydia Mikulenska
Notary Public in and for
Harris County, T e x a s

LYDIA MIKULENKA
Notary Public in and for Harris County, Texas
My Commission Expires 12-31-80

Return to:
John Burley Corporation
3709 Montross Blvd
Houston Texas 77006

172-89-1996

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 26 1980



Quita L. Lush
COUNTY CLERK,
HARRIS COUNTY, TEXAS