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DECLARATION
OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This Declaration, made on the date hereinafter set forth by General Homes Corporation, a Texas corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property described by the metes and bounds description attached hereto as Exhibit "A" and incorporated herein for all purposes ("Properties" or "Property"). Declarant intends to plat said Property pursuant to the Preliminary Plat attached hereto as Exhibit "B" and incorporated herein for all purposes ("proposed Subdivision").

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the Property in order to establish a uniform plan for the development, improvement and sale of such property, pursuant to the Preliminary Plat as finally approved, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said proposed Subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property and the lots in proposed in SOUTHWYCK, SECTION II, and declares 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 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. "Master Association" shall mean and refer to Southwyck Community Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "Village Association" shall mean and refer to Southwyck, Section I Homeowners' Association, Inc., a Texas non-profit corporation, its successors and assigns and any similar associations created for any subsequent subdivisions.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, subject to the Reservations set forth herein and/or in the Preliminary Plat, attached hereto as Exhibit "B".

Section 5. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above or as described in any Final Plat or Replat thereof, and all plats or lots annexed pursuant to Section 1 of Article X hereof.

Section 6. "Village Common Area" shall mean all property owned by or under the jurisdiction of the Village Association for the common use and benefit of the owners, if any.

Section 7. "General Common Area" shall mean all property owned by or under the jurisdiction of the Master Association for the common use and benefit of the owners, if any.

Section 8. "Declarant" shall mean and refer to General Homes Corporation, a Texas Corporation, and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development or are so designated in writing by Declarant as the successors and assigns of all Declarant's rights hereunder.

Section 9. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Master Association.

Section 10. "Village Architectural Control Committee" shall mean and refer to the Village Architectural Control Committee provided for in Article V hereof.

Section 11. "Master Architectural Control Committee" shall mean and refer to the Master Architectural Control Committee referred to in Article V hereof.

Section 12. "Architectural Control Committees" shall mean and refer to the Village Architectural Control Committee and the Master Architectural Control Committee.

Section 13. "Builder" shall mean and refer to the record owner, whether a person or entity, of a fee simple title to any Lot which is a part of the Properties, who constructs a residence thereon and who offers the Lot and its improvements for resale to the public.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Recorded subdivision maps of the Properties. The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the Properties including without limitation certain minimum setback lines, and all dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the subdivision are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

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 boundaries of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein. Any such replat must comply with all local, state, FHA and VA replatting ordinances, statutes, regulations and requirements.

Section 2. Title subject to easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by Contract, Deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

Section 3. Reservation of Right to Contract and Power-of-Attorney. Declarant hereby reserves the right to hereafter enter into non-exclusive franchise agreement(s) with one or more cable television companies, together with the right to obtain and retain all income, revenue and other things of value paid or to be paid by such cable television companies to Declarant pursuant to any such agreement(s) between Declarant and such cable television companies.

Declarant hereby makes, constitutes and appoints Southwyck Community Association, Inc., a Texas non-profit corporation, its true and lawful attorney for it, and in its name, place and stead, to negotiate, contract and execute non-exclusive agreements for cable television services with cable television providers for a price and under terms and conditions which, in the sole judgment of the Southwyck Community Association, Inc., are deemed by Southwyck Community Association,

Inc. to be in the best interest of the homeowners who now or in the future reside in the Subdivision; provided, however, any such non-exclusive agreement shall always provide that the cable television provider shall place all cable, equipment, lines or any other materials used by said provider in underground conduits.

Giving and granting unto said Attorney full power and authority to do and perform every act necessary and proper to be done in the exercise of the foregoing special power as fully as Declarant might or could do, hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof.

For value received, receipt of which is hereby acknowledged, Declarant does hereby grant said attorney-in-fact the right to contract for, collect, obtain, retain and use for its own benefit all income, revenue and other things of value paid or to be paid by any cable television provider which Southwyck Community Association, Inc. contracts with for cable television services within the subdivision. Declarant herein releases all rights to contract for, collect, obtain, retain and use for its own benefit all income, revenue and other things of value paid or to be paid by any cable television provider which Southwyck Community Association, Inc. contracts with for cable television services within the subdivision, and by such grant, Declarant intends that this Power of Attorney be coupled with an interest, and Declarant does hereby make and declare this Power of Attorney to be irrevocable by it, its successors or assigns, renouncing all right to revoke this power or to appoint any other person or entity to perform any of the acts enumerated herein.

Section 4. Conveyance of Common Area. The Common Area will be conveyed to the Association free and clear of encumbrances prior to the sale of the first lot.

ARTICLE III

Easements

Section 1. General. Declarant reserves for the public use the easements and rights-of-way as shown on the recorded subdivision maps of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration or Veterans Administration. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 2. Underground electrical distribution
system. An underground electric distribution system will be installed within the Subdivisions which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Subdivisions. The Owner of each Lot 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 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 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 the residence 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 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 provisions of the two preceding paragraphs shall also apply to any future residential development in reserve(s), if any, shown on the Subdivision Plats, as such plats exist at the execution of the Agreement for Underground Electric Service between the electric company and Declarant or thereafter. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

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.

ARTICLE IV

Use Restrictions

Section 1. Single family detached; residential construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling unit used for residential purposes only, and not

to exceed two (2) stories in height. Each such dwelling on a plotted Lot shall have an attached or detached garage or carport for one (1) or more cars, but not more than three (3) cars; provided that the Architectural Control Committees may, in their discretion, permit the construction of a carport on a Lot (in lieu of or in addition to a garage) and/or a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committees. A minimum of 50% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction unless otherwise approved in writing by the Architectural Control Committees.

Section 2. Minimum square footage within

improvements. Those lots described above as shown on the plat of Southwyck, Section II, or any replat thereof, are restricted to a single family detached dwelling with a minimum of one thousand (1,000) square feet of livable area, exclusive of open porches and garages, carports or parking spaces.

Section 3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots. The plans for each residential building on each of said Lots shall include

plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.

Section 4. Location of the improvements upon the

Lot. No structure shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committees. The main residential structure shall not be located on any lot nearer than ten (10) feet from the rear property line. Subject to the provisions of Section 5 below, no part of any house, building, carport or garage shall be located nearer than five (5) feet to an interior side lot line or ten (10) feet to any exterior lot line on a corner lot. For the purposes of this section, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. Unless otherwise approved in writing by the Architectural Control Committees, each main residence building shall face the front building line.

Section 5. Composite building site. Subject to the approval of the Architectural Control Committees, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than fifty-five (55) feet.

In the event an owner of one or more lots consolidates two lots or less into one composite building site, each composite building site so constituted shall be considered one lot for purposes of all restrictions, covenants and conditions imposed

against the property, including, but not limited to maintenance assessments, membership in the Association and voting rights as set forth in Articles VI, VII and VIII. In the event of a consolidation of more than two lots into one composite building site, each lot or portion thereof over two lots shall be considered as an additional lot or lots for purposes of maintenance assessments as set forth in Article VIII, but the composite building site shall be considered as one lot for all other purposes.

Section 6. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 7. Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which have received Architectural Control Committee approval; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 8. Storage of automobiles, boats, trailers, recreational vehicles and other vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot,

easement, right-of-way or common area unless such vehicle does not exceed either six feet six inches in height, and/or seven feet six inches in width and/or twenty-one feet in length and is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed either six feet six inches in height, and/or seven feet six inches in width and/or twenty-one feet in length.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure or other improvement approved by the Architectural Control Committees. If a complaint is received about a violation of any part of this Section, the Master Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 9. Mineral operation. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Animal husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each specie of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from Lot, pet must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris.

Section 11. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any lot without the express prior approval in writing of the Architectural Control Committees, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such chain link fence is not visible from any street. No alteration, removal or repair of the perimeter fence that is subject to the jurisdiction of the Master Association may be made without the prior written approval of the Master Association Architectural Control Committee. The Master Association is empowered to repair or replace any part of the perimeter fence within its jurisdiction and to charge the cost to any Lot owner whose neglect or fault required the repair or replacement. It shall be the responsibility of the Master Association to maintain the perimeter fence within its jurisdiction so as to create a uniform appearance.

Section 12. Visual obstruction at the intersections of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the

roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 13. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. 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. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. 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.

In the event of default on the part of the Owner or Owners of any Lot in observing the above requirements or any of them, such default continuing after Village Association has served ten (10) days written notice thereof, then Village Association, by and through its duly authorized agent may, without liability to the Owner or Occupant in trespass or otherwise, enter upon said Lot and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition. The Village Association may charge the Owner or Occupant of such Lot for the cost of such work. The Owner or Occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work immediately upon receipt of a statement thereof. In the event of failure by the Owner or Occupant to pay such statement within fifteen (15) days from the date mailed, the amount thereof may be added to the annual maintenance charge provided for herein and such additional maintenance charge shall be governed by Article VIII of these Restrictions.

Section 14. Signs, advertisements, billboards. Except for signs owned by Declarant or by builders advertising their model homes during the period of original construction and home sales, no sign, poster, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

Section 15. Maximum height of antenna. No radio or television aerial wires, radio or television antenna, shall be

maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot. No satellite dish of any kind which is visible from any ground location off of the Lot shall be maintained on any portion of any Lot unless such satellite dish is adequately screened from view. Any screened enclosure must have prior approval from the Architectural Control Committee.

Section 16. Enforcement of Deed Restrictions.

Articles VI and VII hereof provide for the formation of two associations, the Village Association and the Master Association. The purposes of the Associations, jointly, are to provide for protection, maintenance, preservation and architectural control of the residential Lots and Village Common Areas.

The Village Association is charged with enforcing the Deed Restrictions enumerated in Article IV. The Village Association shall have the right to bring an action at law or in equity to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereinafter approved by the provisions hereof. The Village Association shall be entitled to collect its costs, expenses and attorney fees incurred in enforcing the Deed Restrictions from the Owner.

In the event the Village Association fails or refuses to enforce any of the restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions hereof, then, in that event, the Master Association shall have the right to enforce same and to charge the Village Association all of its costs, expenses, and attorney fees incurred in securing enforcement. The Village Association, in turn, shall have the right to collect said costs, expenses and fees from the Owner.

Each Owner also has the right to enforce the covenants, conditions and restrictions.

In the event Owner fails to reimburse Village Association for the costs, expenses and attorney fees incurred by Village Association or Master Association in securing enforcement, then such failure shall give rise to the same liability and lien rights and shall be subject to the same subordination as set forth hereinafter in the case of assessments.

Section 17. 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 unless otherwise approved in writing by the Architectural Control Committee.

ARTICLE VI

Village Architectural Control Committee;

Master Architectural Control Committee

Section 1. Approval of building plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alteration, be made to the Lot, improvements, appurtenances, or corporeal hereditaments until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing as to harmony of exterior design, color and location in relation to surrounding structures, topography and finished ground elevation, and as to compliance with minimum construction standards set by the Village Architectural Control Committee and approved by the Master 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 Village Architectural Control Committee, or its designated representative prior to commencement of construction. The

Village 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 discretion. The Village Architectural Control Committee shall have authority to approve construction of any improvement on any Lot, and its judgment shall be subject to the review and approval of the Master Architectural Control Committee, whose judgment shall be final and conclusive. The Master Architectural Control Committee shall have exclusive and complete authority to approve any construction, alteration or repair to the perimeter fence and any other property within its jurisdiction and no such work may be performed without this committee's prior written approval. The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 2. Approval of Landscaping. No landscaping, including, but not limited to trees and shrubs shall be planted, installed or removed on any Lot without first obtaining written approval of the Village Architectural Control Committee, which approval shall be subject to review by the Master Architectural Control Committee whose judgment thereon shall be final and conclusive. All landscaping plans shall be submitted to the Village Architectural Control Committee for approval, said approval subject to review by the Master Architectural Control Committee, whose judgment shall be final and conclusive, prior to planting, installation or removal of any landscaping. Said committees, or their duly authorized representative, shall have the right and power to approve, disapprove, or modify any such landscaping plans which, at the sole and uncontrolled discretion and opinion of the Architectural Control Committees, or their authorized representative, are or are not suitable or desirable for purely aesthetic or any other reasons, and the approval or

disapproval of the committees, or their authorized representative, shall be final, binding and conclusive.

Section 3. Committee Membership. The Village Architectural Control Committee and the Master Architectural Control Committee shall each be initially composed of Alan F. Bauer, James Webb and James Olafson, who by majority vote of each Committee may designate a representative to act for each Committee. At any time, the majority of the votes in the Village Association shall have the power through a duly recorded instrument to change the membership of that Association's Committee or to withdraw from the committee or restore to it any of its powers and duties. The address of the Village Architectural Control Committee is 7322 Southwest Freeway, Suite 1600, Houston, Texas 77074.

When the last stage of development contemplated hereunder by Declarant has been subdivided and seventy-five percent (75%) of the Class B Lots in the last stage of development have been converted to Class A Lots or on January 1, 2014, whichever event occurs first, then the majority of votes in the Master Association shall have the power, through a duly recorded instrument, to change the membership of that Association's Architectural Control Committee or to withdraw from the committee or restore to it any of its power and duties. The address of the Master Architectural Control Committee is 7322 Southwest Freeway, Suite 1600, Houston, Texas 77074.

Section 4. Replacement. In the event of death or resignation of any member or members of either committee, the remaining member or members of that committee shall appoint a successor member or members, and 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.

Section 5. Minimum construction standards. The Village Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction

standards, said standards subject to the final approval of the Master Association Architectural Control Committee; provided, however, that such outline will serve as a minimum guideline and the committees shall not be bound thereby.

Section 6. Term. The duties and powers of the Village Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of its creation. The duties and powers of the Master Architectural Control Committee and of the designated representative shall cease on and after thirty (30) years from the date of its creation. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committees by this covenant shall cease and terminate; provided, that any time after January 1, 1994 for the Village Architectural Control Committee and after January 1, 2014 for the Master Architectural Control Committee, whether or not the terms of the committees specified above shall have expired, by a two-thirds (2/3) vote of the members present and voting, the Board of Directors of the Village Association may assume the duties and powers of the Village Architectural Control Committee, and the Board of Directors of the Master Association may assume the powers and duties of the Master Architectural Control Committee. Thereafter the Boards of Directors shall have all of the rights, benefits and powers provided herein for the committees.

Section 7. Variances. Article IV of this Declaration contains a number of provisions wherein the Village Architectural Control Committee, subject to review by the Master Architectural Control Committee, is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Village Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a

request for a variance. If the Village Architectural Control Committee shall approve such request for a variance and the Master Architectural Control Committee reviews and approves same, the Village Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Village Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Village Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained Section 2. above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Village Architectural Control Committee; or (b) failure by the Village Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committees or any successor to the authority thereof shall not then be functioning, and/or the terms of the Architectural Control Committees shall have expired and the Board of Directors of the Village and Master Associations shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of the Declarant that no variances be available except in the discretion of the Architectural Control Committees or, if they shall have succeeded to the authority of the Architectural Control Committees in the manner provided herein, the Board of Directors of the Village Association and the Master Association.

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Section 8. Master Architectural Control Committee

Final Authority. The foregoing sections of this Article V impose and grant duties and powers to the Village Architectural Control Committee and the Master Architectural Control Committee, and provide that both Architectural Control Committees have the right to approve construction plans, to grant variances and to generally control the construction of improvements and landscaping on the property.

In the event of a conflict between the Village Architectural Control Committee as to any of the duties and powers imposed and granted in the foregoing sections of this Article V, the decision of the Master Architectural Control Committee shall prevail.

ARTICLE VII

SOUTHWYCK, SECTION II HOMEOWNERS' ASSOCIATION

Section 1. Purpose. The purpose of the Village Association shall be to provide for protection, maintenance, preservation and architectural control of the residential Lots within its subdivision and the Village Common Area, if any.

Section 2. Membership and voting rights. Every owner of a lot in Southwyck, Section II whose lot is subject to a maintenance charge assessment by the Village Association shall be a member of the Village Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

Section 3. The Village Association shall have two classes of voting membership;

Class A. Class A members shall be Owners as defined in Section 2. of Article VI, with the exception of the Declarant and 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. The vote for such Lot shall be exercised as

they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and 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:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1994.

The Class A and Class B members shall have no rights as such to vote as a Class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 4. Non-Profit Corporation. SOUTHWYCK,

SECTION I HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Village Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Village Association shall vest in said corporation.

Section 5. BY-Laws. The Village Association may make whatever rules or By-Laws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 6. Inspection of Records. The members of the Village Association shall have the right to inspect the books and records of the Village Association at reasonable times during normal business hours.

ARTICLE VIII

SOUTHWYCK COMMUNITY ASSOCIATION, INC.

Section 1. Purpose, membership and voting rights. The purposes of the Master Association are to provide maintenance and control of all General Common Areas of the properties which include, without limitations, the perimeter fences around major

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streets, main esplanades and to provide for the maintenance, preservation and architectural control of the residential Lots concurrently with the Village Association and exclusively in regard to the General Common Areas. In the event of a conflict between the Village Association and the Master Association as to whether an amenity in the properties is a General Common Area, the decision of the Master Association shall prevail. General Common Areas include, without limitation, amenities that are intended to serve more than one subdivision. Every owner of a lot subject to a maintenance charge assessment by the Master Association shall be a member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

Section 2. The Master Association shall have two classes of voting membership;

Class A. Class A members shall be Owners as defined in Section 1. of Article VII, with the exception of the Declarant, and 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. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned prior to January 1, 2014 that may be subject to the jurisdiction of the Master Association. 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:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 2014.

The Class A and Class B members shall have no rights as such to vote as a Class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. SOUTHWYCK COMMUNITY ASSOCIATION, INC., a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Master Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Master Association shall vest in said corporation.

Section 4. By-Laws. The Master Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members and Board of Directors of the Master Association shall have the right to inspect the books and records of the Master Association and the Village Association at reasonable times during normal business hours.

ARTICLE IX

Maintenance Assessments

Section 1. The Maintenance Fund. (a) Village Association: All funds collected as hereinafter provided for the benefit of the Village Association and any other Village Association hereafter brought into this Declaration, from the regular and/or special maintenance charges, for capital improvements, shall constitute and be known as the "Maintenance Fund"; each Village Association having and maintaining a separate Maintenance Fund. The assessments levied by the Village Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of Village Common Areas, if any, except the General Common Areas which are within the jurisdiction and responsibilities of the Master Association.

The responsibilities of the Village Association shall include, by

way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; construction and operation of street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Village Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgment of the Village Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

(b) Master Association: All funds collected by the Master Association from its regular and/or special maintenance charges shall constitute and be known as the "Master Association Maintenance Fund". The assessments levied shall be used exclusively to effectuate the purposes of the Master Association as stated in Article VII, Section 1 above. The Board of Directors of the Master Association shall hereafter determine the amount of such assessment to be charged against each Lot Owner, but in no event shall such assessments be greater than the amounts of assessments provided in Section 5 below. The Master Association shall have all remedies and all lien rights set forth herein against the Owner and Lots for delinquent assessments owed to itself and to the Village Association.

Section 2. Creation of the lien and personal obligation of assessments. Each Lot in the Properties is hereby subjected to the annual maintenance charges as set out in

Section 1., Subparagraphs (a) and (b), and the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master and Village Associations: (1) Maintenance assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The maintenance assessments and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessments are made. All such assessments as to a particular property, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 3. Rate of assessment. The annual and special assessments shall be fixed at a uniform rate as follows:

- (a) Owners (excluding Declarant, its successors or assigns and Builders), as defined herein, shall pay one hundred percent (100%) of both annual and special assessments; and
- (b) The Declarant, its successors or assigns and Builders, as defined herein, shall pay fifty percent (50%) of both annual and special assessments attributable to their Lots:

The maintenance assessments set out in Section 1 of this Article shall be paid by the Owner or Owners of each Lot in the Village Association, in semi-annual installments on or before every January 15 and July 15 following conveyance of the Lot to an Owner. The annual maintenance charge pursuant to Section 3 above shall begin to accrue on a monthly basis on each such Lot on the date these Covenants, Conditions and Restrictions are recorded, or conveyance of the common area to the Association,

whichever is later. The entire accrued charge pursuant to Section 3(b) above shall cease to accrue as of the last day of the month of transfer of title to the Lot and shall become due and payable in full, calculated through the last day of the month in which title is transferred, on the date that title is transferred from the Declarant or Builder to an Owner. The annual maintenance charge for Owners' Lots, pursuant to Section 3(a) above shall commence to accrue on the first day of the month following transfer of title from the Declarant or Builder to an Owner. The maintenance charge pursuant to Section 3(a) above for the first semi-annual payment period or fraction thereof shall be the number of months the Lot has been owned by an Owner, as defined in Section 3(a), times the monthly assessment rate and shall be payable on either January 1 or July 1, whichever occurs first, of the succeeding semi-annual payment period. From then on, the maintenance charge shall be levied in semi-annual periods which shall be January 1 through June 30 and July 1 through December 31, with payment being due within fifteen (15) days after the end of each such period, as described above. The rate at which each Lot shall be assessed as to the maintenance assessment set out in Section 1 Subparagraph (a) shall be determined annually, and may be adjusted from year to year by the Board of Directors of the Village Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Village Association, require; the rate at which each lot shall be assessed as to the maintenance assessment set out in Section 1. Subparagraph (b) shall be determined annually, and may be adjusted from year to year by the Board of Directors of the Master Association as the needs of the subdivision(s) may, in the judgment of the Board of Directors of the Master Association, require; provided that such assessments shall be uniform and in no event will such assessments or charges exceed four hundred eighty dollars (\$480.00) per Lot per year, or forty dollars (\$40.00) per Lot per month, unless increased as provided below.

The Master Association and Village Association may collect special assessments as well as annual assessments above described

by majority vote of its members at a meeting duly called for that purpose.

Section 4. Collection of Maintenance Assessments. The Master Association shall have the sole and exclusive right and obligation to bill and collect both the maintenance assessment set forth in Section 1. Subparagraph (a) and Subparagraph (b).

The Village Association shall determine its annual assessment rate per Lot and shall provide said assessment rate to the Master Association on or before November 1 of each year. In the event Village Association fails to provide Master Association with said annual assessment rate on or before November 1 of each year, the Master Association shall use Village Association's prior year's assessment rate for purposes of billing the Owners and Village Association shall not be entitled to a different rate and shall be estopped from claiming a different rate or amount. The Village Association shall be charged with the obligation and duty to send written notice to each Owner of its annual assessment rate for the forthcoming year on or before December 1 of each year.

All maintenance assessments for each of the properties collected by the Master Association shall be first applied to the Master Association maintenance assessment as set out in Section 1., Subparagraph (b) and the remainder shall be promptly tendered to the Village Association for payment of the Village Association's maintenance assessments as set forth in Section 1., Subparagraph (a).

Section 5. Maximum annual assessment. (a) Village Association Maintenance Fund: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Village Association maintenance assessment shall be twenty dollars (\$20.00) per lot, per month. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be

increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of each class of Members in the Association present and voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors of the Village Association may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of the first semi-annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto on or before December 1 of each year. The dates shall be established by the Board of Directors. (b) Master Association Maintenance Fund: Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual Master Association maintenance assessment shall be forty dollars (\$40.00) per lot, per month. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased year to year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of each class of Members in the Association present and voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors of the Master Association may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the first semi-annual assessment period, which shall begin on the first of January of each year.

Section 6. Effect of nonpayment of assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of ten (10%) percent per annum. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or

otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Village or Master Associations or by abandonment of his Lot.

Section 7. Subordination of the lien to mortgages. To

secure the payment of the Maintenance Fund and the Master Association Maintenance Fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Vendor's Lien for benefit of the Village and Master Associations, said lien to be enforceable through appropriate proceedings at law by the Master Association on behalf of such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant and the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Master Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Master Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Master Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage

foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale of transfer.

Section 8. Owners' Easements of Enjoyment. Every

Owner shall have a right and easement of enjoyment in and to the General Common Areas and the Village Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Master Association and the Village Association to charge reasonable admission and other fees for the use of designated recreational facility situated upon the General Common Areas and the Village Common Area, if any, respectively that the Owners may elect to use; failure of Owner to pay such fees after having made such election shall give rise to the same liability and lien rights as set forth above, and shall be subject to the same subordination as set forth hereinabove in the case of assessments.

B. The right of the Master Association and the Village Association to suspend the voting rights and right to use the General Common Areas and the Village Common Areas, if any, respectively, by an Owner for any period during which any assessment against his Lot remains unpaid, and to publish rules and regulations for the use of the common areas within their jurisdiction, including the right of suspension of the right and easement for a period not to exceed sixty (60) days for any infraction of the Associations' published rules and regulations.

C. The right of the Master Association and the Village Association, respectively, to dedicate or transfer all or any part of the General Common Areas and the Village Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be placed upon the Master Association and/or the Village Association or any portion of the General Common Areas or the Village Common Areas, if any, to the Master Association or the Village Association, respectively. No such dedication or transfer shall be effective unless an

instrument is signed by two-thirds (2/3) of each Class of members agreeing to such dedication or transfer has been recorded.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the General Common Areas and the Village Common Area, if any, and the facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE X

Additions to Scheme of Declaration

Section 1. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Additions by Declarant. Additional land contiguous to the area described in Volume _____, Page _____ in the Map Records of Brazoria County, may be annexed by the Declarant without the consent of members within thirty (30) years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. The Declarant, its successors and assigns, shall have the right to bring within the scheme of Southwyck, Section I Homeowners' Association any additional residential properties in future stages of the development of Southwyck upon approval of the Board of Directors of the Association, with consent of two-thirds (2/3) of each class of membership or FHA/VA approval. Any additions authorized under this and the succeeding subsections, shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions and Annexation Agreement with respect to the additional property or properties which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property. Such Declaration must impose annual maintenance charges and assessment on the property covered thereby, on a uniform, per Lot basis, substantially equivalent to the maintenance charges and assessments imposed by this Declaration, and may contain such complementary additions and/or modifications or the covenants and restrictions contained in this Declaration

as may be applicable to the additional lands, including but not limited to the creation of a Village Association for that land.

(b) Other Additions. Upon the approval of the Boards of Directors of the Village Association and the Master Association, in their sole discretion, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Master and Village Associations may file of record an Annexation Agreement and Declaration of Covenants, Conditions and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of any of the Associations with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

ARTICLE XI

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 change or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any

time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Village Association and the Master Association is placed on record in the real property records of Brazoria County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the appropriate Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation of the Village Association or the Master Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Village Association or the Master Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. HUD/FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the Village Association or the Master Association, the following actions will require the prior approval of the U.S. Department of Housing and Urban Development, Federal Housing Administration and/or the Veteran's Administration; Annexation of additional properties; dedication of any common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Lienholders of the above described property join in the execution hereof to evidence their consent hereto, and hereby subordinate their liens to the reservations, easements, covenants, restrictions, charges and conditions hereof.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed on the dates set forth in the acknowledgments below but to be effective as

of DECEMBER 11, 1989.

ATTEST:

By: Carol F. Maroney
Carol F. Maroney
Assistant Secretary

GENERAL HOMES CORPORATION

By: James C. Alexander
James C. Alexander
Vice President

ATTEST:

By: Mary Fleming

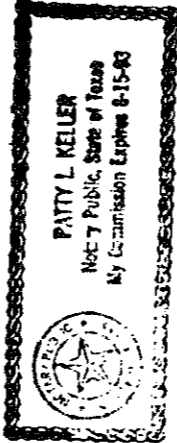
CITICORP REAL ESTATE, INC.
AS LIENHOLDER

By: Deborah M. Yajock

STATE OF TEXAS \$
\$
COUNTY OF HARRIS \$

BEFORE ME, the undersigned authority on this day personally appeared James C. Alexander, Vice President of General Homes Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

SUBSCRIBED AND SWORN to before me this 8th day of December, 1989.



Patty L. Keller
Notary Public in and for the
State of Texas

My commission expires: _____

STATE OF TEXAS \$
\$
COUNTY OF HARRIS \$

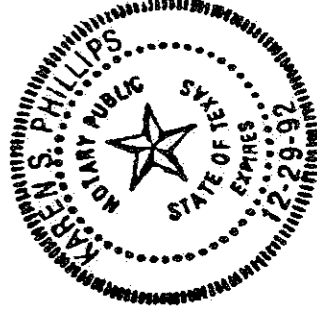
BEFORE ME, the undersigned authority on this day personally appeared Deborah M. Yajock, Vice President of CitiCorp Real Estate, Inc., as Lienholder, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

SUBSCRIBED AND SWORN to before me this 11 day of December, 1989.

Karen S. Phillips
Notary Public in and for the
State of Texas

My commission expires: 12-29-92

Return to:
General Homes Corporation
7322 Southwest Freeway, Suite 1600
Houston, Texas 77074



SOUTHWYCK, SECTION 2
DESCRIPTION

Of a tract of land situated in the State of Texas, County of Brazoria, containing 44.6690 acres of land out of a tract of land, now or formerly owned by General Homes Corporation, said land herein being described as lying within the Brazoria County Municipal Utility District No. 1, and being within the H.T. & B.R.R. Company Survey, Abstract 242, Section 17, and the George C. Smith Survey, Abstract 547, Section 18; said land herein being more particularly described by metes and bounds as follows; (all control is referred to the Texas Plane Coordinate System, Lambert Projection, South Central Zone):

COMMENCING at a point for corner having a Texas Plane Coordinate value of X=3,161,083.11; Y=642,878.79; said point of commencing being the Northwest corner of the Southwyck Subdivision, Section One, and being the centerline intersection of County Road No. 89, having a Right-Of-Way width of 60.00 feet, and running due North and South, and the centerline of County Road No. 91, having a Right-Of-Way width of 60.00 feet, and running due East and West; said point of commencing being also at its intersection with the West boundary of the aforementioned H.T. & B.R.R. Company Survey, Abstract 242, Section 17, being common with the East boundary of the H.T. & B.R.R. Company Survey, Abstract 309, Section 1;

THENCE South 02°40'01" East along the West line of said Southwyck Subdivision, Section One and the West line of said H.T. & B.R.R. Company Survey, Abstract 242, Section 17, and along the centerline of said County Road No. 89, a distance of 793.10 feet to a 5/8 inch iron rod set for the PLACE OF BEGINNING of the herein described tract of land, said point being the most Westerly Southwest corner of said Southwyck Subdivision, Section One;

THENCE along the Northerly line of the herein described tract, being a portion of the Southerly line of said Southwyck Subdivision, Section One as follows:

North 87°19'59" East, 50.00 feet to a 5/8 inch iron rod set for corner in a curve;
 Along an arc to the right, having a central angle of 08°46'01", (right), based on a radius of 20.00 feet, having an arc length of 3.06 feet, and having a chord call of North 01°42'59" East, 3.06 feet to a 5/8 inch iron rod set for corner;
 North 81°45'25" East a distance of 199.44 feet to a 5/8 inch iron rod set for angle point;
 North 87°28'59" East a distance of 79.25 feet to a 5/8 inch iron rod set for corner;
 North 02°31'01" West a distance of 15.00 feet to a 5/8 inch iron rod set for corner;
 North 87°28'59" East a distance of 90.00 feet to a 5/8 inch iron rod set for point of curvature;
 Along an arc to the right, having a central angle of 90°00'00", (right), based on a radius of 20.00 feet, having an arc length of 31.42 feet and having a chord call of South 47°31'01" East, 28.28 feet to a 5/8 inch iron rod set for point of tangency;
 South 02°31'01" East a distance of 15.00 feet to a 5/8 inch iron rod set for corner;
 North 87°28'59" East a distance of 50.00 feet to a 5/8 inch iron rod set for corner;
 South 02°31'01" East a distance of 75.00 feet to a 5/8 inch iron rod set for corner;

DESCRIPTION (Cont'd.)

North 88°38'22" East a distance of 136.10 feet to a 5/8 inch iron rod set for angle point;
 South 83°17'09" East a distance of 187.42 feet to a 5/8 inch iron rod set for angle point;
 South 73°05'39" East a distance of 187.42 feet to a 5/8 inch iron rod set for angle point;
 South 62°54'08" East a distance of 187.42 feet to a 5/8 inch iron rod set for angle point;
 South 56°09'59" East a distance of 125.41 feet to a 5/8 inch iron rod set for angle point;
 South 55°53'58" East a distance of 185.00 feet to a 5/8 inch iron rod set for corner;
 South 34°06'02" West a distance of 110.00 feet to a 5/8 inch iron rod set for angle point;

THENCE leaving the Southerly line of said Southwyck Subdivision, Section One, and continuing along the Easterly line of the herein described tract as follows:

South 33°57'02" West a distance of 45.11 feet to a 5/8 inch iron rod set for point of curvature;
 Along an arc to the left, having a central angle of 03°50'05", (left), based on a radius of 1644.81 feet, having an arc length of 110.08 feet, and having a chord call of South 32°02'00" West, 110.06 feet to a 5/8 inch iron rod set for corner;
 North 56°02'58" West a distance of 109.24 feet to a 5/8 inch iron rod set for corner;
 South 26°02'20" West a distance of 162.14 feet to a 5/8 inch iron rod set for angle point;
 South 21°51'08" West a distance of 195.18 feet to a 5/8 inch iron rod set for angle point;
 South 15°27'20" West a distance of 195.18 feet to a 5/8 inch iron rod set for angle point;
 South 09°03'31" West a distance of 195.18 feet to a 5/8 inch iron rod set for angle point;
 South 02°39'43" West a distance of 195.18 feet to a 5/8 inch iron rod set for angle point;
 South 02°09'40" East a distance of 186.92 feet to a 5/8 inch iron rod set for corner;
 South 87°19'59" West a distance of 22.56 feet to a 5/8 inch iron rod set for corner;
 South 02°40'01" East a distance of 290.00 feet to a 5/8 inch iron rod set for corner;

THENCE along the Southerly line of the herein described tract as follows:

South 87°19'59" West a distance of 577.32 feet to a 5/8 inch iron rod set for angle point;
 South 83°31'08" West a distance of 275.61 feet to a point for corner in the centerline of said County Road 89 and the West line of said George C. Smith Survey, Abstract 547, Section 18;

'COMPARED

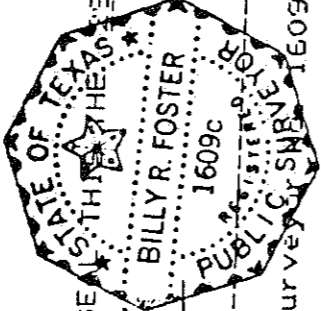
DESCRIPTION (cont'd.)

THENCE North 02°40'01" West along the centerline of said County Road 89, also being the West line of said George C. Smith Survey, Abstract 547, Section 18 and said H.T. & B.R.R. Company Survey, Abstract 242, Section 17, a distance of 1983.65 feet to the FLADE OF BEGINNING of the herein described tract of land, and containing within these calls 44.6690 acres or 1,945,783 square feet of land.

WITNESS MY HAND AND SEAL THIS DAY OF JULY, 1985

Billy R. Foster

BILLY R. FOSTER
Registered Public Surveyor No. 1609



MUNICIPAL SURVEYING COMPANY, INC.
Div. of Billy R. Foster & Associates Surveying, Inc.
3425 Federal
Pasadena, Texas 77504

PHONE: (713) 941-0070

JOB NO. 1126-85

WS #1-B:1126-85.1

COMPARED

