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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

148-17-0144

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THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, First General Realty Corporation, a Texas corporation is owner of that certain real property located in Harris County, Texas, described in Parcel I of Exhibit "A", attached hereto and made a part hereof for all purposes, and Glenn Justice Mortgage Company, Inc., a Texas corporation, is the owner of that certain real property located in Harris County, Texas, described in Parcel II of Exhibit "A", attached hereto and made a part hereof for all purposes, both parties being referred to collectively as the "Declarant";

AND WHEREAS, there are 48 townhouses existing on the property described in Exhibit "B" attached hereto and made a part hereof for all purposes; 24 of which are owned by the said First General Realty Corporation, being more particularly described in Exhibit "B", 1 through 24, and 24 of which are owned by Glenn Justice Mortgage Company, Inc., being more particularly described in Exhibit "B", 25 through 48;

AND WHEREAS, Declarant will convey the said townhouses and Common Area, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property and improvements thereon. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BROOKFIELD TOWNHOUSE COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first townhouse to an Owner is described as follows: All of the properties described in Exhibit "A", SAVE AND EXCEPT the townhouses described in Exhibit "B", said Exhibits attached hereto and made a part hereof for all purposes, and shall include for example, but not by way of limitation, all parking areas, pavements, sidewalks, curbs, streets, trees, landscaping and easements situated thereon.

Section 4. "Townhouse" shall mean and refer to any of the 48 townhouses which are existing to be individually and separately owned, and shall mean a single family residence unit joined together with at least one more single family residence by a common wall, or walls, and/or roof and/or foundation.

Section 5. "Owner" shall mean and refer to any future record Owner of a townhouse after the date hereof, whether one or more persons or entities, of a fee simple title to any townhouse which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to First General Realty Corporation, a Texas corporation, and Glenn Justice Mortgage Company, Inc., a Texas corporation, their successors and assigns, if such successors or assigns should acquire more than one townhouse from the Declarant.

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above and the required quorum of such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any townhouse which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any townhouse which is subject to assessment by the Association. Ownership of such townhouse shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each townhouse in which they hold the interest required for membership by Article III. When more than one person holds such interest in any townhouse, all such persons shall be members. The vote for such townhouse shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any townhouse.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each townhouse owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events,

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) June 1, 1978.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed townhouse, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;

- (b) the right of the Association to issue reasonable rules and regulations regarding the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the Common Area by a member for any period during which any assessment against his Townhouse remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than fifty (50) days in advance and unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer.

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

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Townhouse. As a right running with the real property, ownership of each Townhouse shall entail the use and enjoyment of all walks, pavement, driveways, parking areas, entrances and exits owned by the Association and there shall always be access by both pedestrians and vehicles to and from each Townhouse to a street dedicated to public use without hindrance of such communication ways by the Association and/or Owners of the Townhouses except as to the right of the Association to reasonably regulate the use thereof. Title to the Common Area shall remain undivided in the Association so as to preserve the rights of the Owners with respect to their use and enjoyment of the Common Area.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Townhouse owned within the Properties, hereby covenants, and each Owner of any Townhouse by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the resident in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the Townhouses situated upon the Properties. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and of the maintenance of the exteriors of the Townhouses as may from time to time be authorized by the Board of Directors, and other facilities and activities including, but not limited to, mowing grass, caring for the grounds, landscaping, parking area, sidewalks, roofs and exterior walls of the Townhouses, garbage pickup, water and sewer service furnished to the Townhouses by the Association and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges as specified herein.

Section 3. Basis and Maximum of Annual Assessments. Until January 1st of 1977, the maximum annual assessment shall be \$600.00 per Townhouse.

- (a) From and after January 1, 1977 the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership to 110 per cent of the regular annual assessment for the preceding year.
- (b) Any increase in excess of 110 per cent of the regular annual assessment for the preceding year may be made provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum. As long as there is a Class B membership, the Board of Directors may charge and collect a fraction of the annual assessment on each Townhouse until the conveyance of said Townhouse by Declarant to an Owner, provided that any such fractional charge to Declarant shall not be less than twenty-five per cent (25%).

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which

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shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all townhouses except as provided in Section 3(c) hereof, and may be collected on a monthly basis, i.e. 1/12th of the annual assessment on each townhouse each month.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all townhouses on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each townhouse at least thirty (30) days in advance of each annual assessment period; provided, however, that the Board of Directors shall have the right to adjust the annual assessment as long as any such adjustment does not exceed the maximum permitted hereunder with thirty (30) days written notice given to each Owner. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and, unless otherwise provided, the Association shall collect each month from the Owner of each townhouse 1/12th of the annual assessment for such townhouse. The Association shall upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified townhouse have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a townhouse, hereby expressly vests in the BROOKFIELD TOWNHOUSE COMMUNITY ASSOCIATION, INC. or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other townhouse Owners. The Association acting on behalf of the townhouse Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his townhouse.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien mortgage granted or created by the Owner of any Townhouse to secure the payment of monies advanced and used for the purpose of purchasing such Townhouse.

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Sale or transfer of any Townhouse shall not affect the assessment lien. However, the sale or transfer of any Townhouse pursuant to a foreclosure under such purchase-money mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Townhouse from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) the Common Area.

Section 11. Management Agreements. Each Owner of a townhouse hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the townhouse Owners. Any management agreement entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of sixty percent (60%) of the votes of each class of the members of the Association. All management agreements shall be made with responsible parties having experience adequate for the management of this type of property.

Section 12. Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the Townhouse buildings against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee. In the event of damage or destruction by fire and other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for bids with any qualified contractor, and then may negotiate with any contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors may levy a special assessment against all townhouse owners, as established by Article VI, Section 1, above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse. In the event of damage or destruction by fire or other casualty to any townhouse, patio area or other property of an individual Owner, said Owner, shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the patio area and exterior of the townhouse in a good workmanlike manner in conformance with the original architecture of said townhouse. In the event such Owner refuses or fails to so repair and rebuild or enter into a contract to repair and rebuild any and all such damage to the exterior of the townhouse, or patio area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhouse and patio area in a good and workmanlike manner in conformance with their architecture. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same and subject to foreclosures as above provided.

ARTICLE VII

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PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouses upon the Properties and placed on the dividing line between the townhouses shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto. The Owner of a townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner, who by his negligent or wilful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any townhouse after its purchase from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. Also included under their control are changes or alterations, proposed in any manner, to the landscaping in any yard other than the patio of each Townhouse. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each townhouse which is subject to assessment

hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, paving, parking areas, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, patios, window and door fixtures and hardware; maintenance and repair of these areas and items shall be the sole responsibility of the individual townhouse Owner.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such townhouse, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such townhouse is subject.

ARTICLE X

USE RESTRICTIONS

Section 1. Each townhouse conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 2. The townhouses shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereof; nor shall an Owner's or resident's use of a townhouse endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

Section 3. No buildings other than Townhouses, being single family residences joined together by a common wall or walls, and/or roof and/or foundation, shall be permitted.

Section 4. No building or structure shall be moved onto said townhouses.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any townhouse at any time as a residence, either temporarily or permanently.

Section 6. No advertising signs (except one "For Rent" or "For Sale" sign of not more than five square feet per townhouse) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said townhouses.

Section 7. The foregoing covenants, Section 1 through Section 6, of Article X shall not apply to the activities of BROOKFIELD TOWNHOUSE COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated or to be incorporated under the laws of the State of Texas, or Declarant. Declarant may maintain, while selling the Townhouses, in or upon such portions of the property as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Section 9. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring townhouses and streets, and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

Section 10. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so as not to be seen from neighboring townhouses and streets.

Section 11. Without prior written authorization of the Board of Directors no television or radio antennas of any sort shall be placed, allowed or maintained on any townhouse or any portion of the exterior of the improvements located on the property, nor upon any structure situated upon the property.

Section 12. All fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior walls of the townhouses, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhouses or their Owners.

Section 13. No vehicle shall be parked on streets, parking areas, or driveways so as to obstruct ingress and egress by Owners of townhouses, their families, guests and invitees and each townhouse owner has the exclusive use of two parking spaces located behind each such townhouse for parking.

Section 14. Except in the individual patio area appurtenant to a townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the building or as approved by the Association's Board of Directors. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual townhouse owner and not in any manner the responsibility of the Association.

ARTICLE XI

EASEMENTS

Section 1. Each townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and over-hang of the structures built by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. Said easement shall not be considered an unlimited easement and the final decision as to the reasonableness of such easement shall rest with the Board of Directors. In the event a multi-family building containing two or more townhouses, is partially or totally destroyed and then rebuilt, the Owners of the townhouses agree that valid easements shall exist for any encroachment resulting therefrom.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said property for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephones, electricity, and gas. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across and under the roofs and exterior walls of the townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the property until approved by the Association's Board of Directors. In the event that any utility company furnished a service covered by the general easement herein provided requests a specific easement by separate recordable instrument, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.

ARTICLE XII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be

unforceable by the Association, or the Owner of any Townhouse subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Townhouse Owners and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Townhouse Owners. Any amendment must be properly recorded in Harris County, Texas. Notwithstanding the foregoing, the Declarant reserves the right to amend the provisions hereof at any time, and from time to time, until the Class "B" membership ceases.

Section 4. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of total voting membership.

Section 5. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 6. Joinder of Lienholder. The undersigned Lienholder joins in the execution of this instrument for the purpose of evidencing its consent and agreement to the establishment of the foregoing restrictions on the land described herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7TH day of SEPTEMBER, 1976.

DECLARANT:
FIRST GENERAL REALTY CORPORATION
By: [Signature]
Vice President

GLENN JUSTICE MORTGAGE COMPANY, INC.
By: [Signature]
Vice President

LIENHOLDER:
FIRST MORTGAGE COMPANY OF TEXAS, INC.
By: [Signature]
Vice President

ATTEST:
[Signature]
Assistant Secretary

ATTEST:
[Signature]
Assistant Secretary

ATTEST:
[Signature]
Assistant Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J.R. Denny, as Vice President of FIRST MORTGAGE COMPANY OF TEXAS, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 9th day of September, 1976.

H. B. Pearson
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R.D. Shearill, as Vice President of FIRST GENERAL REALTY CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 7th day of September, 1976.

Andy Thorne
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared H.M. Kinnick, as Vice President of GLENN JUSTICE MORTGAGE COMPANY, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 7th day of September, 1976.

Rebecca K. ...
Notary Public in and for
DALLAS
County, Texas

RETURN TO:
FIRST GENERAL REALTY CORPORATION
P. O. BOX 1413
HOUSTON, TEXAS 77001
ATTN: CARROLL CONELEY

EXHIBIT "A"

148-17-0155

PARCEL I

Being all that certain tract or parcel of land out of RESERVE F & G, BLOCK 5, BROOKFIELD, SECTION 1, Replat "B" according to the plat thereof recorded in Volume 197, Page 99 of the Map Records of Harris County, Texas, said tract being more particularly described by metes and bounds as follows: *lee*

BEGINNING at the intersection of the East line of Brookwulf Drive (60 ft. wide) and the North line of Bexley Drive (60 ft. wide);

THENCE S 89° 52' 10" E, along Bexley Drive, a distance of 208.83 feet to a 5/8" iron rod for the Southwest corner of the herein described tract and the PLACE OF BEGINNING;

THENCE N 00° 07' 50" E, a distance of 110.0 feet to a point for corner;

THENCE S 89° 52' 10" E, a distance of 209.42 feet to an "X" set in concrete;

THENCE N 00° 07' 50" E, a distance of 110.0 feet to a 5/8" iron rod for corner in the South line of Lima Drive (60 ft. wide) for the Northwest corner of the herein described tract;

THENCE S 89° 52' 10" E, a distance of 185.33 feet to a 5/8" iron rod for corner;

THENCE S 00° 07' 50" W, a distance of 110.0 feet to a 5/8" iron rod for corner;

THENCE N 89° 52' 10" W, a distance of 2.59 feet to a point for corner;

THENCE S 00° 07' 50" W, a distance of 110.0 feet to a 5/8" iron rod for corner in the North line of Bexley Drive;

THENCE N 89° 52' 10" W, along Bexley Drive a distance of 392.16 feet to the POINT OF BEGINNING and containing 63,524 square feet or 1.4583 acres more or less.

PARCEL II

Being all that certain tract or parcel of land out of Reserve F and G, Block 5, BROOKFIELD, SECTION 1, Replat "B", according to the plat thereof recorded in Volume 197, Page 99 of the Map Records of Harris County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the East line of Brookwulf Drive 60 ft. wide and the North line of Baxley Drive 60 ft. wide;

THENCE S 89° 52' 10" E, a distance of 10.0 ft. to a 5/8" iron rod and the POINT OF BEGINNING;

THENCE N 44° 58' 35" W, a distance of 14.17 ft. to a 5/8" iron rod for corner in the East line of Brookwulf Drive;

THENCE N 00° 05' 00" W, along said East line a distance of 100.0 ft. to a 5/8" iron rod for corner;

THENCE N 45° 01' 25" E, a distance of 14.12 ft. to a 5/8" iron rod for corner in the South line of Lima Drive;

THENCE S 89° 52' 10" E, along said South line a distance of 409.07 ft. to a 5/8" iron rod for corner;

THENCE S 00° 07' 50" W, a distance of 110.0 ft. to an "X" in concrete for corner;

THENCE N 89° 52' 10" W, a distance of 209.42 ft. to a 5/8" iron rod for corner;

THENCE S 00° 07' 50" W, a distance of 100.0 ft. to a 5/8" iron rod for corner in the said North line of Bexley Drive;

THENCE N 89° 52' 10" W, along Bexley Drive a distance of 198.83 ft. to the POINT OF BEGINNING and containing 68,970 square feet or 1.5833 acres of land more or less.

EXHIBIT "B"

148-17-0156

48 townhouse tracts, summarized as follows:

	<u>TRACT #</u>	<u>ADDRESS</u>
1.	45	12726 Baxley Drive
2.	43	12722 Baxley Drive
3.	44	12724 Baxley Drive
4.	50	12804 Baxley Drive
5.	48	12732 Baxley Drive
6.	46	12728 Baxley Drive
7.	47	12730 Baxley Drive
8.	53	12810 Baxley Drive
9.	42	12720 Baxley Drive
10.	54	12812 Baxley Drive
11.	56	12816 Baxley Drive
12.	55	12814 Baxley Drive
13.	52	12808 Baxley Drive
14.	49	12802 Baxley Drive
15.	51	12806 Baxley Drive
16.	22	12723 Lima Drive
17.	18	12731 Lima Drive
18.	20	12727 Lima Drive
19.	19	12729 Lima Drive
20.	21	12725 Lima Drive
21.	41	12718 Baxley Drive
22.	17	12733 Lima Drive
23.	23	12721 Lima Drive
24.	24	12719 Lima Drive
25.	1	12833 Lima Drive
26.	2	12831 Lima Drive
27.	3	12829 Lima Drive
28.	4	12827 Lima Drive
29.	5	12825 Lima Drive
30.	6	12823 Lima Drive
31.	7	12821 Lima Drive
32.	8	12819 Lima Drive
33.	9	12817 Lima Drive
34.	10	12815 Lima Drive
35.	11	12813 Lima Drive
36.	12	12811 Lima Drive
37.	13	12809 Lima Drive
38.	14	12807 Lima Drive
39.	15	12805 Lima Drive
40.	16	12803 Lima Drive
41.	57	12818 Baxley Drive
42.	58	12820 Baxley Drive
43.	59	12822 Baxley Drive
44.	60	12824 Baxley Drive
45.	61	12826 Baxley Drive
46.	62	12828 Baxley Drive
47.	63	12830 Baxley Drive
48.	64	12832 Baxley Drive

more fully described in the attached legal descriptions by metes and bounds.