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184-15-2389

DECLARATION OF COVENANTS AND RESTRICTIONS
CUTTEN GREEN, SECTION ONE

THE STATE OF TEXAS |
COUNTY OF HARRIS |

WHEREAS CUTTEN GREEN CORPORATION, a Texas corporation, is the owner of the following described land and premises in Harris County, Texas, to-wit:

All that certain tract or parcel of land described as CUTTEN GREEN, SECTION ONE (1), a Subdivision consisting of a 102.47 acre tract of land out of the F. Hargrave Survey, Abstract No. 1335, Harris County, Texas, said Subdivision containing 376 Lots in 10 Blocks; the map or plat of said Subdivision being recorded in Volume 260, Page 6, of the Map Records of Harris County, Texas, reference to which is hereby made for all purposes, and

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WHEREAS CUTTEN GREEN CORPORATION, desires to provide for the preservation of the values and amenities in such subdivision and, to this end, to subject such property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of such property and the owners thereof;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT CUTTEN GREEN CORPORATION (hereinafter referred to as the "Developer"), does hereby dedicate the streets, avenues, drives, and parkways in said addition for use by the public as such, reserving the right to itself, its successors and assigns to, at any time, use the same for the installation, maintenance, repairs, and renewal of any and all public utilities, and agrees that the land shown to be subdivided, according to said plat, save and except for the two reserves therein, is held; and shall hereafter be conveyed subject to the covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

DEFINITIONS

The word "Street" as used herein shall include any street, drive, boulevard, road, alley, lane, avenue, court or any place as shown on the recorded plat as a thoroughfare.

"Lot" shall mean and refer to any of the numbered lots shown on the plat of Cutten Green, Section One (1) recorded in Volume 260, Page 6, of the Map Records of Harris County, Texas.

"Owner" shall mean and refer to the owner(s), whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.

"Association" shall mean and refer to the Cutten Green Homeowners Association, Inc., a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets.

"Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Lot.

A "Corner Lot" is one that abuts on more than one street. Any lot, except a "Corner Lot" is deemed to front the street upon which it abuts. A Corner Lot shall be deemed to front on the side of the lot having the deepest building setback line, as designated by the aforesaid plat of Cutten Green, Section One (1).

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said addition as a restricted subdivision, Developer covenants and agrees that the said lots and parcels of land hereinabove described and identified are held and shall be hereafter conveyed subject to the covenants, conditions, stipulations, easements, and restrictions herein set forth; and same shall be considered a part of each contract and deed affecting said lands, or any portion of same, as though fully incorporated therein; and same shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of Developer and its successors and assigns and all subsequent purchasers of said lands or any portion of same.

USE OF LAND

(a) All lots shall be used for single family residence purposes only, and no business, professional, or commercial use shall be made of any of said lots, even though such business, professional or commercial use be subordinate to use of the premises as a residence. No structure other than one single family residence

and its outbuildings shall be constructed, placed on, or permitted to remain on any lot in this subdivision.

(b) The term "single family residential purposes", as used herein, shall be held and construed to exclude use for hospitals, duplex houses, apartment houses, hotels, motels, tourist courts, rooming houses, garage apartments (except garage apartments used as servant's quarters), and all other kinds or types of housing accommodations, other than a detached, single family dwelling house and the appurtenances thereto as hereinbelow permitted, and shall also be held and construed to exclude all business, commercial, trade or professional uses.

(c) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

(d) No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes. All animals or pets must be leashed or restrained within an adequate enclosure.

(f) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(g) No spiritous, vinous, malt, or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on said premises or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

(h) No owner of any lot in Cutten Green, Section One, nor any visitor or guest of any owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets abutting such lots other than work of a temporary nature.

(i) Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 A.M. and before 9:00 P.M.

(j) No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any lot. The owner of each lot shall remove such prohibited matter from his lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tightfitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring lots.

(k) No lot shall be used for storage of commercial products, liquid, solid, or otherwise, except those construction items which may from time to time be placed thereon by the Builder for construction purposes during the construction of the house thereon.

(l) Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead or damaged trees, which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired and if not removed by owner upon request, then, the Developer or association may remove or cause to be removed such trees at the owner's expense and shall not be liable for damage done in such removal. Vacant lots shall not be used as dumping grounds for rubbish, trash, rubble, or extra soil, except in fill areas designated by the Developer.

(m) The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

(n) Title to any lot or portion thereof shall not include title to any utility lines under, in, or on any easement or street.

(o) No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off trucks, or boat rigging or other similar items or conveyances shall be parked or stored permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence.

(p) Notwithstanding any covenant herein contained, said Developer, its sales agents, successors and assigns, shall have and reserve the right to place, build, or maintain a sales office and/or model homes, which may be used for sales and construction purposes, on any lot in said addition during the period when lots are being sold and/or houses are being built or offered for sale in said addition. Said sales office and/or model homes are subject to Architectural Control as hereinafter provided.

ARCHITECTURAL RESTRICTIONS

(a) The hereinabove described lots in Cutten Green, Section One, shall be known and described as residential lots.

(b) Only one single family residence, which shall be a detached, single family dwelling, of one story, one and one-half story, or two story construction, shall be built or permitted on each lot. All lots shall have a garage, either attached or detached, which shall contain not less than 400 square feet. Both attached and detached garages must be enclosed with permanent walls and their front enclosed with standard type over-head doors customarily used in the building industry and be susceptible for use as a garage in its entirety. No modification or demolition shall be permitted without the approval of the Board of Directors of the Association as hereinafter provided. Additional door openings to the front, rear or side of the garage may be permitted. Open carports are specifically prohibited but porte cocheres are permitted, but only if there is a two-car garage as above permitted. Servant's

type quarters may be built over said attached or detached garage but may be occupied only by an integral part of the family occupying the main residence on the building site or by servants employed on the premises. No more than one dwelling shall be built on any one lot or building site as defined in Paragraph (c) below.

(c) Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property line rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block.

(d) No trailer, basement, tent, shack, garage, or barn erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto a residential lot. No water well, septic tank, disposal plant, outside toilet, or cesspool shall be built on any lot or maintained thereon.

(e) No temporary building shall be erected or maintained on any lot except during the construction period, builders may maintain a construction office on any lot. No such temporary building or structure shall be used for residential purposes during construction.

(f) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(g) Dwellings on corner lots shall have a presentable frontage on all streets on which that particular corner lot abuts.

(h) The ground floor area of any one-story, single family dwelling, exclusive of porches, garages, porte cocheres, terraces and servant's quarters shall contain not less than 1600 square feet. The total living area of any one and one-half or two story,

single family dwelling, exclusive of porches, garages, porte cocheres, terraces and servant's quarters also shall contain not less than 1000 square feet.

(i) No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no nearer than fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph (c), no part of the house building shall be located nearer than five (5) feet to an interior lot line.

A detached garage or other permitted accessory building may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered a part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

(j) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(k) No wall or fence in excess of two (2) feet shall be erected or maintained nearer to the front lot line than the front wall of the residence.

All side or rear fences, where permitted to be built of a height in excess of two (2) feet, shall be six (6) feet high.

(l) No single family dwelling shall be erected or placed

on any lot, combination of lots having a lot width at the main building setback line less than the shortest lot width to be found at the minimum building setback line on any lot as presently platted on the aforementioned plat of Cutten Green, Section One; and no dwelling shall be erected or placed on any lot or combination of lots having a lot area less than the smallest lot presently platted on the aforementioned plat of Cutten Green, Section One.

(m) No outbuildings shall exceed in height the dwelling to which they are appurtenant without the written consent of the Board of Directors of the Association. Every outbuilding except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant.

(n) No building of any kind or character which is of frame construction on the exterior shall be erected on any lot unless, at the time of construction, shall receive at least two coats of paint.

(o) All residence houses and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve the attractiveness thereof.

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

(q) The interior structure and exterior finish of all residence houses shall be constructed in accordance with said minimum construction standards and architectural control approvals, using quality materials generally accepted in the area building industry and the design and architecture shall be compatible with other approved residences finished or under construction in the addition.

(r) Driveways must be extended to and joined with the surface of the roadway on which residence faces, or the side street on a corner lot, and constructed in a workmanlike manner. Where roadway surface or curb is disturbed, broken, or torn out, it must be replaced and/or rebuilt at lot owner's and/or builder's

which the lot fronts or to the side street, the case may be, but may tie to the driveway. Walkways and driveways shall be completed before the main residence is occupied. 184-15-2377

(s) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in the main building in any part of CUTTEN GREEN, SECTION ONE except that they may be used in a sales office or offices, during the time lots and houses are being offered for sale in this addition.

(t) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(u) The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playground or other facilities where the rear yard or portion of the lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

(v) An underground electric distribution system will be installed within the Cutten Green, Section One Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Subdivision. The Owner of each Lot 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 then current standards and specifications of the electric company furnishing service)

(c) No construction of a building, structure, fence, wall, or other improvements shall be commenced in Cutten Green, Section One, until the contractor to perform such construction shall have been approved in writing by the Developer. In the event the Developer fails to approve or disapprove a contractor within ten (10) working days after his name is submitted to it, approval will not be required, and the provision of this Section will be deemed to have been fully complied with.

DURATION OF RESTRICTIONS

These covenants are to run with land and shall be binding upon all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for periods of ten years each, unless an instrument signed by the then record owners of a majority of the residential lots has been recorded, agreeing to change said covenants in whole or in part.

MAINTENANCE FUND

Each lot in Cutten Green, Section One Subdivision shall be subject to an initial annual maintenance charge at a rate not to exceed \$150.00 per lot for the purpose of creating a fund to be known as the "Maintenance Fund", to be paid by the owners of each lot. The maximum charge that can be levied without a vote of the members is \$150.00. This charge shall be payable to Cutten Green Homeowners Association, Inc., annually, in advance, on January 1st of each year, and shall commence accruing against all lots in the Cutten Green, Section One, Subdivision at the time one house on a lot in said subdivision is occupied by a resident, provided, however, that the Association shall have the option to collect said charge monthly rather than annually. Provided, further, that as to all lots which do not have houses thereon occupied by residents, the amount of the annual maintenance charge against such lots shall be fifty percent (50%) of the rate charged against lots which have houses located thereon occupied by residents. To secure the payment of this maintenance charge, a vendor's lien is hereby established against the residential lots in

this subdivision, as the same are conveyed by deed from the Developer, which lien is reserved in favor of Cutten Green Homeowners Association, Inc., its successors and assigns; however, such lien shall be subordinate and inferior to any liens placed on any lot or lots for the erection or construction of improvements thereon, or to any valid purchase money liens.

This annual maintenance charge may be adjusted from year to year by Cutten Green Homeowners Association, Inc., its successors and assigns, as the need of the subdivision may require and in the judgment of the Association, its successors and assigns.

Any maintenance charge not paid when due shall bear interest from the date it became due until paid at the rate of six per cent (6%) per annum.

Cutten Green Homeowners Association, Inc., shall apply the total fund accumulated from this charge, so far as the same may be sufficient, towards the payment of maintenance expenses incurred for any or all of the following purposes:

Operating, or maintaining a swimming pool or other recreational area, if any, lighting, improving, and maintaining streets, parks, parkways, and esplanades, subsidizing bus service; collecting and disposing of garbage, ashes, rubbish, and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement, and administration of the "Maintenance Fund", and the enforcement of all covenants and restrictions for the subdivision; employment of policemen and watchmen; and doing any other thing necessary or desirable in the opinion of Cutten Green Homeowners Association, Inc., to keep the property in the subdivision neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of Cutten Green Homeowners Association, Inc., in the expenditure of said funds, shall be final and conclusive so long as such judgment is exercised in good faith.

In addition to the annual maintenance charge authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction,

plan showing all uses and dimensions, the locations of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Developer, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Developer as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks, paths, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Developer may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Developer fails to approve or disapprove the preliminary site plan and schematic plan within thirty (30) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Developer shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement.

Where not otherwise specified herein, it also shall have the right to specify requirements for each building site as follows: Minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, paths, and structures on adjacent property. The Developer shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of Cutten Green, Section One.

The provisions of the two preceding sections shall also apply to any future residential development in Reserve(s), if any, shown on the plat of the Cutten Green, Section One, Subdivision, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former Reserve undertakes some action which would have invoked the above per front lot payment if such action has been undertaken in the Underground Residential Subdivision, such Owner shall pay the electric company \$1.75 per front lot foot unless the Developer has paid the electric company as above-described. The provisions of this section and the two preceding sections do not apply to any future nonresidential development in such Reserve(s).

(w) The roof of any structure shall be constructed or covered so that the exposed material is:

1. Three-ply, built up type
2. Wood shingles of a grade of not less than No. 2
3. Tile
4. Slate
5. Composition type shingles of a weight, texture and color approved by the Developer.

ARCHITECTURAL CONTROL

(a) The Developer does hereby maintain Architectural Control within CUTTEN GREEN, SECTION ONE until such time as the Developer in its sole discretion chooses to assign such Architectural Control to the Board of Directors of the Association. However, in no case shall transfer of Architectural Control take place later than such time that all Lots subject to the jurisdiction of Developer have houses thereon occupied as residences.

(b) No buildings or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, or maintained in Cutten Green, Section One, nor shall any exterior addition to or alteration therein be made, unless and until (i) a preliminary site

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 shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed and this Declaration be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot, plus (2) the cost of rearranging and adding any electric facilities serving such lot, which rearrangement and/or addition is determined by the company to be necessary, provided that in no instance shall developer be obligated to pay the electric company such amount representing the excess in cost should the Lot Owners amend the Declaration to allow dwellings of a different type.

repair or replace. It of a capital improvement upon the community properties, if any, including 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. To secure the payment of any special assessment so levied, a vendor's lien is hereby established against the residential lots in this subdivision, as the same are conveyed by deed from the Developer, which lien is reserved in favor of Cutten Green Homeowners Association, Inc., its successors and assigns, however, such lien shall be subordinate and inferior to any liens placed on any lot or lots for the erection or construction of improvements thereon, or to any valid purchase money liens.

CUTTEN GREEN HOMEOWNERS ASSOCIATION, INC.

Each record owner of a lot in the Cutten Green, Section One Subdivision shall be a member of the Cutten Green Homeowners Association, Inc.. Membership shall be appurtenant to, and may not be separated from ownership of any lot; membership shall automatically pass with the title to the lot.

The Association shall have two classes of voting membership:

Class "A": Class A members shall be all owners with the exception of the Developer 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 shall be the Developer 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) At midnight on December 31, 1987.

Any voting may be by mail or in any open meeting, as designated by the Constitution and Bylaws of the Cutten Green Homeowners Association, Inc., which outlines in full all of the voting procedures, initiative and referendum procedures, its officers, and their

Cutten Green Homeowners Association, Inc., a Texas corporation is a non-stock, non-profit corporation, with the principal purposes of: The collection, expenditure, and management of the maintenance charge funds; enforcement of these Restrictions; providing for the maintenance, preservation and architectural control of the residential lots, houses, and community properties, if any, within the Cutten Green Subdivision; the general overall supervision of all of the affairs and wellbeing of the subdivision and the promotion of the health, safety, and welfare of the residents within said subdivision; not the construction of any of its streets, utilities, residences, etc., however nor the sale of property within the subdivision.

Each member shall have the right to inspect the books and records of the Association during normal working hours, excluding holidays and week ends, upon first giving reasonable notice to the officers of the Association.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon the Developer, its successors and assigns, and all parties claiming through or under it or them, and all subsequent property owners in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions; provided, however, that no such person or the Developer shall be liable except in respect to breaches committed during its, his, or their ownership of said property. The violation of any restriction, covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby subject, nevertheless, to the restrictions, covenants, and conditions mentioned herein. Invalidation of any one of these covenants by judgment or court order will in no way effect any of the other provisions which shall remain in full force and effect.

The Developer, its successors and assigns, shall have the right to enforce observance and performance of such restrictions, covenants, and conditions, and in order to prevent a breach or to enforce the observance or performance of such restrictions shall have the right, in addition to all legal remedies, to an injunc-

tion either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restrictions, covenant, or condition, or to enforce the performance of same.

EASEMENTS

(a) It is agreed that all sales and conveyances of lots and dedications of streets in said subdivision shall be subject to the easements and rights-of-way as shown on the map of Cutten Green, Section One, recorded in Volume 260, at Page 6, of the Map Records of Harris County, Texas, and to any easements over, under, and along, or across such portion of each lot, as may be reserved in each deed as being appropriate or necessary for the purpose of installing, using, repairing, and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines, drainage ditches or structures, and/or any equipment necessary for the performance of any public or quasi-public utility service and functioning, with the right of access thereto for the purpose of further construction, maintenance, and repairs. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies into and upon said property for the purpose aforesaid.

(b) Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.

(c) The right of entry to any easement or street area for the purpose of building, maintaining, or repairing utility lines is expressly reserved and neither the Developer, nor its assigns, nor the operator of any public utility shall be liable for damage to any plant, structure, or building situated on such easement or street area, because of such construction, maintenance, or repair.

ADDITIONS TO EXISTING PROPERTY

Additional lands may become subject to this Declaration in the following manner:

(a) Cutten Green, Section One (1) is a part of a tract containing 225.29858 acres owned by Developer and the remainder

thereof or portions thereof as well as other lands adjacent thereto may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described. If annexed, the Owners of Lots in each future section of Cutten Green so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of all Community Properties, if any, that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund hereinabove set forth, provided that each future section of Cutten Green must be impressed with and subject to an annual maintenance charge and assessment on a uniform, per lot basis, at least equal to the maintenance charge imposed hereby, and further such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Any part of the said 225,298.58 acre tract may be annexed at the sole discretion of Developer. Annexation of additional land beyond the said 225,298.58 acre tract shall require the consent of two-thirds (2/3) of each class of members of the Association.

(b) Upon a merger or consolidation of the Association 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, 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. Provided, that no such merger or consolidation shall be permitted except upon approval of 2/3rds vote of each class of members of the Association.

MINERAL EXCEPTIONS

Conveyance of all lots in CUTTEN GREEN, SECTION ONE shall be made subject to each and every, all and singular, the valid and existing mineral and/or royalty reservations, rights-of-way, easements, conditions, exceptions, restrictions, covenants, waiver of surface rights agreements and directional drilling agreements of whatsoever nature of record whether so expressly stated or not contained in a deed or deeds conveying said lots.

AMENDMENT

Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3rds) of the total number of Lots in Cutten Green, Section One shall always have the power and authority to amend this Declaration of Covenants and Restrictions and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3rds) of the total number of Lots in Cutten Green, Section One is filed for record in Harris County, Texas, so amending this Declaration of Covenants and Restrictions.

LIENHOLDERS

First City National Bank, Cullen Savings Association, Southwestern Savings Association, San Jacinto Savings Associations, and Guaranty National Bank, with their business domiciles located in Houston, Harris County, Texas, the owners and holders of the liens covering the Property covered hereby, have executed this Declaration to evidence their joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restrictions.

OWNERS' JOINDER

C. Robert Woolsey and wife Edwina D. Woolsey, Gary R. Hill and wife Sue C. Hill, William L. Christian and wife Brenda S. Christian, BENCHMARK HOMES, INC., REPLACEMENT PARTS MANUFACTURING, INC., and KED-WICK CORPORATION, (herein collectively called "Owners") of Harris County, Texas, as Owners of certain lots in Cutten Green, Section One, respectively join in the execution of this Declaration to evidence the approval, adoption and ratification hereof by the Owners for the purpose of imposing the said provisions of this Declaration upon the aforesaid lots in the same capacity as Developer as hereinabove defined; however,

by the execution hereof, Covenants assume no ... and obligations of Developer as hereinabove set forth, and for good and valuable consideration, Owners hereby waive, relinquish, transfer, and assign unto Developer any and all rights and privileges that Owners may have as Developers.

IN WITNESS WHEREOF, this Declaration is executed this 29th day of December, 1977.

OWNERS

ATTEST:
Gloria Beaman
Gloria Beaman, Secretary

CUTTEN GREEN CORPORATION
By: T.E. Webster
Name: T.E. Webster
Title: President

C. Robert Woolsey
C. Robert Woolsey

Edwina D. Woolsey
Edwina D. Woolsey

Gary R. Hill
Gary R. Hill

Sue C. Hill
Sue C. Hill

William L. Christian
William L. Christian

Brenda S. Christian
Brenda S. Christian

RECORDERS MEMORANDUM:
This instrument is not satisfactory for photographable reproduction due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

AMENDED

ATTEST:
Tina Boyd
Tina Boyd, Asst. Secretary

REPLACEMENT PARTS MANUFACTURING, INC.
By: T.E. Webster
Name: T.E. Webster
Title: President

ATTEST:
Betty Bennett
Betty Bennett, Secretary

BENCHMARK HOMES, INC.
By: Wm. S. Crawford Jr.
Name: Wm. S. Crawford, Jr.
Title: President

LIENHOLDERS



ATTEST:
Pamela C. Shelton
Assistant-Cashier

FIRST CITY NATIONAL BANK
By: T.W. Jones Jr.
Name: T.W. Jones, Jr.
Title: VICE PRESIDENT

ATTEST:

[Signature]
ASSISTANT SECRETARY

ATTEST:

[Signature]

ATTEST:

[Signature]
VICE - PRESIDENT

ATTEST:

[Signature]
VICE - PRESIDENT

ATTEST:

[Signature]
Secretary

WELLS SAVINGS ASSOCIATION

104-15-2389

BY: [Signature]
Name: [Name]
Title: [Title]

SOUTHWESTERN SAVINGS ASSOCIATION

BY: [Signature]
Name: [Name]
Title: [Title]

SAN JACINTO SAVINGS ASSOCIATION

BY: [Signature]
Name: [Name]
Title: [Title]

GUARANTY NATIONAL BANK

BY: [Signature]
Name: [Name]
Title: [Title]

OWNER

KED-WICK CORPORATION

BY: [Signature]
Name: [Name]
Title: [Title]

AMENDED

RECORDER'S MEMORANDUM:

This instrument is not satisfactory for photographic recording due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of January, 1978.

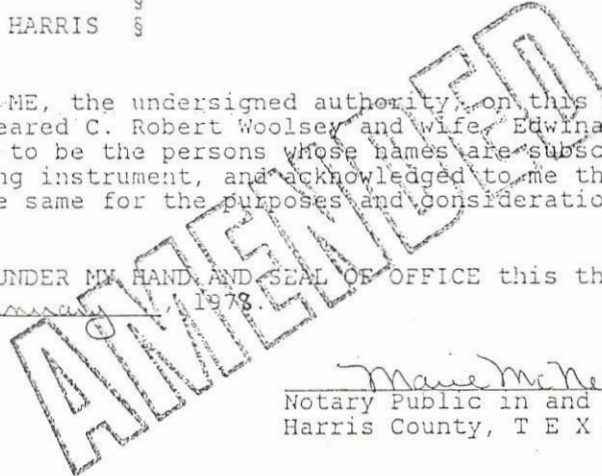


Susan Harris
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. Robert Woolsey and wife, Edwina D. Woolsey, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of January, 1978.



Mae McNeil
Notary Public in and for
Harris County, T E X A S

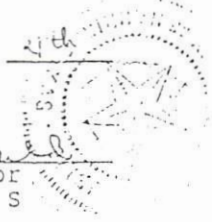


THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Gary R. Hill and wife, Sue C. Hill, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of January, 1978.

Mae McNeil
Notary Public in and for
Harris County, T E X A S



THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

184-15-2391

BEFORE ME, the undersigned authority, on this day personally appeared William L. Christian and wife, Brenda S. Christian, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6 day of January, 1978.

Bl. Crawford
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 John Smith, Jr., V. P., known to me to be the person and officer whose name is subscribed to the foregoing instrument, as Vice-President of FIRST CITY NATIONAL BANK, a national banking association, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of December, 1977.

AMENDED
R. Joan Pyron
Notary Public in and for
Harris County, T E X A S
R. JOAN PYRON
Notary Public in and for Harris County, Texas
My Commission Expires September 26, 1979

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Richard Allen, known to me to be the person and officer whose name is subscribed to the foregoing instrument, as Vice-President of CULLEN SAVINGS ASSOCIATION, a Texas savings and loan association, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said savings and loan association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of December, 1977.

Sara Newton Lunnire
Notary Public in and for
Harris County, T E X A S

RECORDER'S MEMORANDUM:
This instrument is not satisfactory for photostatic recording due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

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THE STATE OF TEXAS I

COUNTY OF HARRIS I

184-15-2392

BEFORE ME, the undersigned authority, on this day personally appeared T. E. Webster, known to me to be the person and officer whose name is subscribed to the foregoing instrument, as President of REPLACEMENT PARTS MANUFACTURING, INC., a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of December, 1977.

Maie McNeill
Notary Public in and for Harris
County, T E X A S

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Wm. S. Crawford, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument, as President of BENCHMARK HOMES, INC., a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of December, 1977.

Maie McNeill
Notary Public in and for Harris
County, T E X A S

AMENDED

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared L. E. Troman, known to me to be the person and officer whose name is subscribed to the foregoing instrument, as vice president of SOUTHWESTERN SAVINGS ASSOCIATION, a Texas savings and loan association, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said savings and loan association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of December, 1977.

Margaret Parr
Notary Public in and for Harris
County, T E X A S

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436962

134-15-2369

DECLARATION OF COVENANTS AND RESTRICTIONS
CUTTEN GREEN, SECTION ONE

THE STATE OF TEXAS |
COUNTY OF HARRIS |

WHEREAS CUTTEN GREEN CORPORATION, a Texas corporation, is the owner of the following described land and premises in Harris County, Texas, to-wit:

All that certain tract or parcel of land described as CUTTEN GREEN, SECTION ONE (1), a Subdivision consisting of a 102.47 acre tract of land out of the F. Hargrave Survey, Abstract No. 1335, Harris County, Texas, said Subdivision containing 376 lots in 10 Blocks; the map or plat of said Subdivision being recorded in Volume 260, Page 6, of the Map Records of Harris County, Texas, reference to which is hereby made for all purposes, and

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E

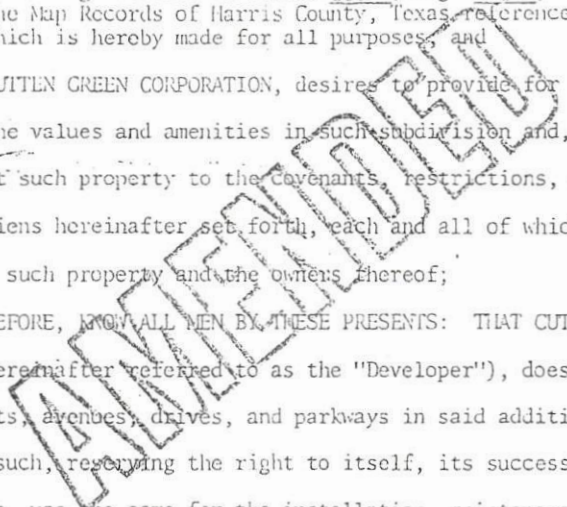
WHEREAS CUTTEN GREEN CORPORATION, desires to provide for the preservation of the values and amenities in such subdivision and, to this end, to subject such property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of such property and the owners thereof;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT CUTTEN GREEN CORPORATION (hereinafter referred to as the "Developer"), does hereby dedicate the streets, avenues, drives, and parkways in said addition for use by the public as such, reserving the right to itself, its successors and assigns to, at any time, use the same for the installation, maintenance, repairs, and renewal of any and all public utilities, and agrees that the land shown to be subdivided, according to said plat, save and except for the two reserves therein, is held, and shall hereafter be conveyed subject to the covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

DEFINITIONS

The word "Street" as used herein shall include any street, drive, boulevard, road, alley, lane, avenue, court or any place as shown on the recorded plat as a thoroughfare.

"Lot" shall mean and refer to any of the numbered lots shown on the plat of Cutten Green, Section One (1) recorded in Volume 260, Page 6, of the Map Records of Harris County, Texas.



THE STATE OF TEXAS I
COUNTY OF HARRIS. I

184-15-2393

BEFORE ME, the undersigned authority, on this day personally appeared B. L. J. Mizecote, known to me to be the person and officer whose name is subscribed to the foregoing instrument, as President of SAN JACINTO SAVINGS ASSOCIATION, a Texas savings and loan association, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said savings and loan association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of November, 1977.

Paul Mizecote
Notary Public in and for Harris County, T E X A S

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared H. H. Pennington, known to me to be the person and officer whose name is subscribed to the foregoing instrument, as Co. Vice President of GUARANTY NATIONAL BANK, a Texas banking association, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of December, 1977.

AMENDED

Dorothy B. Glanzer
Notary Public in and for Harris County, T E X A S

DOROTHY GLANZER
Notary Public in and for Harris County, Texas
My Commission Expires April 19, 78.

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Stuckey, known to me to be the person and officer whose name is subscribed to the foregoing instrument, as Co. Vice President of KED-WICK CORPORATION, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of January, 1978.

Maie McNeill
Notary Public in and for Harris County, T E X A S