

F247250

172-05-0800

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made on the date hereinafter set forth by CIMARRON VENTURE, a joint venture composed of Stockbridge Development Corporation and First General Realty Corporation, both Texas corporations (hereinafter referred to as "Declarant"), acting herein by and through its hereunto duly authorized Venturer, First General Realty Corporation, and Declarant being joined herein to the extent herein stated by FIRST NATIONAL BANK IN DALLAS, a national banking association (hereinafter called "Bank"),

W I T N E S S E T H :

WHEREAS, Declarant is the owner of, and Bank is the lienholder of certain liens of record affecting certain property situated in Harris County, Texas, which is more particularly described as:

Lots Three (3) through Fifteen (15), both inclusive in Block Seventeen (17);

Lots Twenty-Seven (27) through Forty-Seven (47), both inclusive, in Block Sixteen (16);

Lots Three (3) through Nine (9), both inclusive in Block Twenty-Three (23).

All of said lots being in Cimarron, Section Five (5), according to map or plat thereof, recorded in Volume 244, Page 24, Map Records of Harris County, Texas;

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[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

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and Declarant desires to impose upon such properties the covenants, conditions and restrictions herein set forth, and the Bank is willing to make its liens subject to such covenants, conditions and restrictions provided that any lien or charges of any assessments, or any other liens or charges, imposed by, provided for in or resulting from this Declaration shall in all respects be subject, subordinate and inferior to the liens held by the Bank of record upon such properties.

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Cimarron Community Improvement Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to:
(a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought

within the jurisdiction of the Association by instrument executed by Declarant, effective as of the execution of such instrument by Declarant.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties. For the purposes of Article IV and Sections 1, 2 and 3 of Article V hereof, "Lot" shall refer only to Lots within Cimarron, Section Five, unless otherwise stated.

Section 5. "Declarant" shall mean and refer to not only Cimarron Venture but also to such of its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Lots in the undeveloped stage, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "undeveloped Lot" is any Lot which is not a developed Lot.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of or be assignable independent of a contract for the purchase of, or conveyance affecting, any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote

for each Lot 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 determine, but in no event shall more than one vote be cast with respect to any Lot. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.

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

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

(b) on January 1, 1990.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, in the case of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reason-

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able attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year by an amount equal to not more than five percent (5%) above the maximum assessment which could have been made without a vote of the membership in the case of the previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by an amount in excess of five percent (5%) of the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence 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 present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. All Lots in Cimarron, Section Five, shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in Cimarron, Section Five, owned by Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 6. Lots in Cimarron, Section Five, which are not occupied by a resident and which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for

and no room(s) in the dwelling and no space(s) in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Section 2. Architectural Control. No buildings or improvements or any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be R.D. SHEARILL, STEVE GILMORE, and R.E. BASDEN. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies. The Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the Architectural

Control Committee to the Association, when one hundred per cent (100%) of all Lots in Cimarron, Section Five, and all subsequent sections of Cimarron are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction of compliance with applicable statutes, codes and regulations.

Section 3. Minimum Square Footage Within Improvements.

The living area on the ground floor of the main residential structure (exclusive of porches, garages, and servants' quarters) shall be not less than fourteen hundred (1,400) square feet for one-story dwellings. The total square footage for two-story dwellings (exclusive of porches, garages, and servants' quarters) shall be not less than sixteen hundred (1,600) square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in those instances in which, in their judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of these restrictions to the extent of the particular Lot involved.

Section 4. Exterior Materials. The exterior materials of the main residential structure and any attached garage and servants' quarters shall be not less than fifty one percent (51%) masonry, unless otherwise approved by the Architectural Control Committee.

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Section 5. Location of the Improvements Upon the Lot.

No building shall be located on any Lot nearer to the front line or nearer to the street sidelines than the minimum building 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 or rear street line. Subject to the provisions of Section 6, no building shall be located nearer than five (5) feet to an interior lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. No garage door located less than twenty-five (25) feet behind the front wall of the main residential structure shall open at less than a ninety (90°) degree angle to the front property line. For the purposes of this restriction, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section 6. Composite Building Site. 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 site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown 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.

an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 6. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots in Cimarron, Section Five, on the first day of May, 1977. The first annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The payment dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 7. Effective of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from

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the due date until paid at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE IV

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two stories in height, a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height. Such servants' quarters may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises

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Section 7. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements.

Section 8. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. Declarant may maintain, as long as it owns property in Cimarron, Section Five, in or upon such portions of the Properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in Cimarron, Section Five, and/or subsequent sections of Cimarron) to use residential structures, garages or other permitted accessory buildings for sales offices and display purposes but all rights of Declarant and any of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and initial sales period within the area composed of Cimarron, Section Five, and subsequent sections of Cimarron.

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Section 9. Use of Temporary Structures. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and slighty and shall be removed immediately after completion of construction.

Section 10. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or forward of the front wall of the resident portion of the dwelling on such Lot.

Section 11. Mineral Operations. 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 any wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 12. Animal Husbandry. 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 of the domestic variety (not to exceed two of each category) and provided they are not kept, boarded, bred or maintained for commercial purposes.

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Section 13. Walls, Fences and Hedges. No walls, fence or hedge shall be erected or maintained nearer to the front lot line than the front building setback line on such Lot, nor on corner Lots nearer to the side lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 14. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner Lots.

Section 15. Lot Maintenance. The Owner or occupants of all Lots shall keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice

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thereof, Declarant may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

Section 16. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 17. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent. Declarant shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots,

172-05-0315

and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 18. Roofing Material. The roof of any building (including any garage or servants' quarters) shall be constructed or covered with wood shingles. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 19. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses, or buildings. Television antennae may be attached to the house provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot.

Section 20. Sidewalks. Before the dwelling unit is completed and occupied, the Owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet from the boundary line of the Lot and shall extend to the projection of the boundary lines of the Lot into the street right-of-way and/or to street curbs in the case of corner Lots. Owners of corner Lots shall install such a sidewalk both parallel to the front lot line and parallel to the side street lot line.

Section 21. Underground Electric Service. An underground electric distribution system will be installed in that part of Cimarron, Section Five, designated Underground Residential Sub-division, which underground service area shall embrace all Lots in Cimarron Subdivision, Section Five. 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 Electrical 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 such 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) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Sub-division at no cost to Declarant (except for certain conduits,

where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located 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 such Lot, or the applicant for service, shall pay to the electric company the sum of (1) One Dollar (\$1.00) 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.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or

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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, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by those Owners owning not less than ninety percent (90%) of the Lots within Cimarron, Section Five, and thereafter by an instrument signed by those Owners owning not less than seventy five percent (75%) of the Lots within Cimarron, Section Five. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record.

Section 4. Annexation of Subsequent Sections of Cimarron.

(a) Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership, or (b) additional land within the area described in Exhibit "A" may be annexed by the Declarant without the consent of members within fifteen (15) years of the

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date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. Lienholder. Bank joins herein solely for the purpose of subordinating the liens held by it of record upon the Properties to the covenants, conditions and restrictions hereby posed by Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of subsequent Sections of Cimarron and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 13th day of

July, 1977.

CIMARRON VENTURE

By: First General Realty Corporation

By: Bernice Butler
Vice President

"Declarant"

ATTEST:

Robert H. Williams
Assistant Secretary

FIRST NATIONAL BANK IN DALLAS

By: Scott Emerson
Vice President

"Bank"

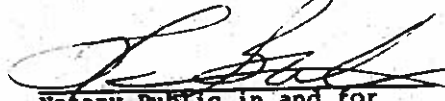
ATTEST:

Scott Emerson
Assistant Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James Butler, Vice President of First General Realty Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation, acting in the capacity therein set forth.

GIVEN UNDER my hand and seal of office this the 13th day of July, 1977.

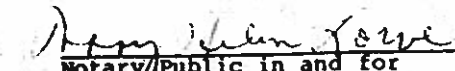

Notary Public in and for
Harris County, T E X A S



THE STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared J. Hart Emerson, Vice President of First National Bank in Dallas, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank.

GIVEN UNDER my hand and seal of office this the 19th day of July, 1977.


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

MARY HELEN LOWE, Notary Public
in and for Dallas County, Texas
My commission expires November 19, 1977

EXHIBIT'S MEMORANDUM
This is intended to be a substitute for photographs
reproduction due to certain photo copy. Should
party, etc. or due to illegibility. All abbreviations, initials
and changes in the record of this instrument
are filed and recorded.

Field Notes for 608.946 acres of land, more or less, out of the H. D. Taylor Survey, A-770, the S. W. Lilly Survey, A-1410, and the F. J. Hart Survey, A-1555, and being out of that certain 635.7670 acre tract of land conveyed to First General Realty Corporation by deed dated December 21, 1972, filed under Harris County County Clerk File No. D-767528, Film Code 155-21-1575, of the Deed Records of Harris County, Texas:

BEGINNING at a point on the West line of the H.T. & B. R.R. Company Survey, A-469, said point being the Southeast corner of said H. D. Taylor Survey, A-470 and the most Northerly Northeast corner of the H.T. & B. R.R. Company Survey, A-989, same being the Southeast corner of said 635.7670 acre tract, for the Southeast corner of the herein described tract of land;

THENCE North 89° 41' 28" West, along the South line of said H. D. Taylor Survey, A-470, same being the South line of said 635.7670 acre tract, a distance of 3729.35 feet to a point for the Southwest corner of the herein described tract of land;

THENCE North 15° 00' 52" West, a distance of 177.50 feet to an angle point;

THENCE in a Southwesterly direction, with a curve to the right whose radius is 1440 feet and central angle is 0° 56' 39" and whose chord bears South 75° 27' 27" West, a distance, measured along the arc of said curve, of 23.72 feet to an angle point;

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THENCE North $14^{\circ} 04' 14''$ West, a distance of 180.86 feet
to an angle point;

THENCE South $77^{\circ} 51' 37''$ West, a distance of 18.92 feet
to an angle point;

THENCE North $13^{\circ} 12' 36''$ West, a distance of 119.20 feet
to an angle point;

THENCE in a Southwesterly direction, with a curve to the
right whose radius is 1140 feet and central angle is $1^{\circ} 07' 25''$
and whose chord bears South $77^{\circ} 21' 06''$ West, a distance,
measured along the arc of said curve, of 22.36 feet to an angle
point;

THENCE North $17^{\circ} 05' 11''$ West, a distance of 175.00 feet
to an angle point;

THENCE North $19^{\circ} 31' 35''$ West, a distance of 197.01 feet
to an angle point;

THENCE North $24^{\circ} 57' 19''$ West, a distance of 194.38 feet
to an angle point;

THENCE North $32^{\circ} 17' 35''$ West, a distance of 194.49 feet
to an angle point;

THENCE North $39^{\circ} 15' 25''$ West, a distance of 194.45 feet
to an angle point;

THENCE North $47^{\circ} 34' 59''$ East, a distance of 118.73 feet
to an angle point;

172-05-0823

THENCE in a Northwesterly direction, with a curve to the left whose radius is 1770 feet and central angle is $0^{\circ} 34' 16''$ and whose chord bears North $42^{\circ} 42' 10''$ West, a distance, measured along the arc of said curve, of 17.66 feet to an angle point;

THENCE North $46^{\circ} 45' 18''$ East, a distance of 471.16 feet to an angle point;

THENCE North $32^{\circ} 07' 15''$ East, a distance of 225.30 feet to an angle point;

THENCE in a Northwesterly direction, with a curve to the right whose radius is 1130 feet and central angle is $0^{\circ} 30' 47''$ and whose chord bears North $58^{\circ} 01' 14''$ West, a distance, measured along the arc of said curve, of 10.12 feet to an angle point;

THENCE North $32^{\circ} 14' 10''$ East, a distance of 184.57 feet to an angle point;

THENCE North $56^{\circ} 00' 01''$ West, a distance of 29.79 feet to an angle point;

THENCE North $34^{\circ} 07' 20''$ East, a distance of 120.93 feet to an angle point;

THENCE in a Northwesterly direction, with a curve to the right whose radius is 830 feet and central angle is $2^{\circ} 13' 33''$ and whose chord bears North $54^{\circ} 45' 53''$ West, a distance, measured along the arc of said curve, of 32.24 feet to an angle point;

172-05-0824

THENCE North 36° 30' 53" East, a distance of 182.94 feet
to an angle point;

THENCE North 53° 40' 18" West, a distance of 61.53 feet
to an angle point;

THENCE North 42° 47' 17" West, a distance of 123.06 feet
to an angle point;

THENCE North 31° 55' 28" West, a distance of 123.06 feet
to an angle point;

THENCE North 21° 03' 36" West, a distance of 123.06 feet
to an angle point;

THENCE North 11° 22' 33" West, a distance of 123.33 feet
to an angle point;

THENCE North 0° 17' 51" East, a distance of 483.77 feet
to an angle point;

THENCE North 89° 42' 09" West, a distance of 17.00 feet
to an angle point;

THENCE North 0° 17' 51" East, a distance of 210.00 feet
to a point for corner on the North line of said 635.7670 acre
tract, same being the most Northerly Northwest corner of the
herein described tract of land;

THENCE South 89° 42' 09" East, a distance of 3574.59 feet
to a point for the most Northerly Northeast corner of the herein
described tract of land, same being the Northwest corner of that
certain 35.0227 acre tract of land (call 35.0379 acres) as des-
cribed in Volume 8292, Page 544, and Volume 8292, Page 540, of
the Deed Records of Harris County, Texas;

172-05-0825

THENCE South $0^{\circ} 14' 20''$ East, with the West line of said 35.0227 acre tract of land, a distance of 598.87 feet to the Southwest corner of said 35.0227 acre tract, same being a re-entrant corner of the herein described tract of land;

THENCE North $39^{\circ} 57' 00''$ East, with the South line of said 35.0227 acre tract of land, a distance of 250.64 feet to a point for corner on the West line of the H. T. & B. R.R. Company Survey, A-469;

THENCE South $0^{\circ} 23' 24''$ East, along the West line of said H. T. & B. R.R. Company Survey, A-469, same being the most Easterly East line of the herein described tract of land, a distance of 2910.21 feet to the PLACE OF BEGINNING and containing 308.846 acres of land, more or less.