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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HERITAGE VILLAGE, SECTION 6**

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This Declaration of Covenants, Conditions and Restrictions for Heritage Village, Section 6 (the "Declaration"), made on the date hereinafter set forth by PERAMCO, INC., a Florida corporation hereinafter referred to as ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of that certain tract or parcel of real property (containing 14.2042 acres of land) being part of HERITAGE VILLAGE, SECTION 6, a subdivision in Harris County; Texas, described as follows:

All lots in Heritage Village, Section 6, Harris County, Texas, according to the map or plat thereof, recorded in the office of the County Clerk of Harris County, Texas on the 28th day of October, 2004, after having been approved by law, and being recorded under File N^o Y022965, of the Map Records of Harris County, Texas, being further described by lots and blocks, as follows:

Lots 1 through 49, both inclusive in Block 1;

Lots 1 through 7, both inclusive in Block 2; and

Lots 1 through 10, both inclusive in Block 3 ("Heritage Village, Section 6").

WHEREAS, it is the desire of the Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the herein above described lots in Heritage Village, Section 6, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots in said Subdivision.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described Lots in Heritage Village, Section 6, and declares the following reservations, easements, restrictions, covenants, and conditions applicable thereto, all of which are for the purpose of enhancing and protecting

HERITAGE VILLAGE SECTION 6

the value, desirability and attractiveness of the land, which reservations, easements, restrictions, covenants, and conditions shall run with the land and title or interest therein and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Control Committee" or "ACC" shall mean and refer to HERITAGE VILLAGE ARCHITECTURAL CONTROL COMMITTEE provided for in Article IV hereof.

Section 2. "Association" shall mean and refer to HERITAGE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 3. "Common Area" shall mean and refer to all property maintained by the Association for the common use and benefit of the owners of property in Heritage Village, including among others the following: entrance structures, signs, community monuments, esplanades, and landscape easements and sprinkler systems.

Section 4. "Declarant" shall mean and refer to Peramco Heritage, Ltd, a Texas Limited Partnership, its successors and assigns if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all Declarant's rights hereunder.

Section 5. "Dwelling Unit" shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

Section 6. "Landscape Reserves" shall mean and refer to the landscape reserves described herein in Article III, Section 5.

Section 7. "Lot" and/or "Lots" shall mean and refer to any plot of land identified as a lot or homesite on all plats of the Subdivision or Lots annexed pursuant to Section 8 of Article VI hereof.

Section 8. "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 (a seller under a contract for deed), but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 9. "Properties" shall mean and refer to that certain real property herein before described, subject to the reservations set forth herein and/or in the Subdivision plats, and any additional Properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 10. "Structure" shall mean and refer to anything that did not naturally exist on a Lot prior to commencement of construction activities on a Lot. In this Declaration, "Structure" is synonymous with the word "improvement".

Section 11. "Subdivision" shall mean and refer to the Properties and any additional Properties, which may hereafter, be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Recorded Subdivision Maps of the Properties. The recorded Subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded Subdivision maps of the Properties further establish certain restrictions applicable to the Properties including without limitation certain minimum setback lines, and all dedications, limitations, restrictions and reservations shown on the recorded plats or re-plats of the Subdivision are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance

executed or to be executed by or on behalf of Declarant, conveying said Properties or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way shown on the recorded Subdivision maps of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company using the easement herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 3. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or any other utility purposes. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

**ARTICLE III
USE RESTRICTIONS**

Section 1. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one single family Dwelling Unit, used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a plotted Lot shall have an attached or detached garage for two (2) or more cars, but not more than three (3) cars;

provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot (in lieu of or in addition to a garage) and/or a garage for more than three (3) cars, such permission, to be granted in writing as herein provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses.

No garage sale, moving sale, rummage sale or similar activity may be conducted in or from any Lot, except that one garage sale per Lot per year shall be permitted if such sale does not cause inordinate traffic or disruption within the Subdivision, or otherwise constitute a nuisance. The Architectural Control Committee is hereby authorized to determine, in its sole discretion, what constitutes a nuisance as it relates to garage sales. Other than a permitted garage sale, no Lot may be used for any commercial or manufacturing purposes and no trade or business may be conducted in or from any Lot; provided however, that an Owner or occupant residing in a Dwelling Unit may conduct business activities which are merely incidental to the residential use of the Lot if: (a) the existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the activity does not involve persons coming onto the Lot who do not reside on the Lot or door-to-door solicitation of residents of the Properties; and (c) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of residents of the Properties. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committee. A minimum of 50% of the first floor wall area to the top of the first window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction unless otherwise approved in writing by the Architectural Control Committee.

Section 2. Minimum Square Footage Within Improvements. Lots are restricted to a single family detached dwelling with a minimum of 1,400 square feet, exclusive of open porches and garages, carports or parking spaces.

Section 3. Sidewalks. A concrete sidewalk three (3) feet wide shall be constructed parallel to the curb along the entire fronts of all Lots. In addition thereto, sidewalks three (3) feet wide shall be constructed parallel to the curb along the entire street side of all corner Lots. The paving for such sidewalks shall begin four (4) feet from the curb and end seven (7) feet from the curb. The sidewalks shall be constructed and completed before the main residence is occupied. The Owner of the applicable Lot is responsible for the maintenance and repair of sidewalks in front of such Owner's Lot or on the side of such Owner's Lot in the case of corner Lots.

Section 4. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalks and curbs) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority. The Owner of the applicable Lot is responsible for the maintenance and repair of any curb ramp in front of such Owner's Lot or on the side of such Owner's Lot in the case of corner Lots.

Section 5. Landscape Reserves. As shown on the plat of the Subdivision, Heritage Village, Section 6 contains a Restricted Reserve "B" to landscape and open space, which is exclusively under the control of the Board of Directors of the Association and, subject to the consent of the Board of Directors, is available for the common, non-exclusive use of all Owners. The Landscape Reserves shall be maintained by the Association. The Board of Directors may make such rules and regulations for the use of the property within the Landscape Reserves, as it deems appropriate.

Section 6. Location of Structures and Improvements on Lots. No structure shall be located on any Lot nearer to the front line or nearer to the

street side line than the minimum building setback line shown on the recorded plats or re-plats. In no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall not be located on any Lot nearer than eleven (11) feet from the rear property line unless approved in writing by the Architectural Control Committee. No part of any house, building, carport or garage shall be located nearer than five (5) feet to any interior side lot line, unless approved in writing by the Architectural Control Committee. No part of any house, building, carport or garage shall be nearer than ten (10) feet to any exterior side lot line on a corner Lot, unless approved in writing by the Architectural Control Committee. For the purposes of this Section 6, eaves, steps and unroofed terraces, patios and air conditioning condensing units shall not be considered as part of a building; however, nothing herein contained shall be construed as permitting any portion of any building on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

Section 7. Composite Buildings Site. Subject to the approval of the ACC, any Owner of one or more adjoining Lots or portions thereof may consolidate or re-divide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side Property line rather than from the Lot line as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than forty-five (45) feet.

The owner of two (2) adjacent lots, either two full lots or any portion thereof of the second lot, shall have the right to consolidate such lots into a single lot either by re-platting such lots or by constructing a Single-Family Residence across the common lot lines of such lots. Upon any such re-platting or the construction of a Single-Family Residence across the common lot line, the former lots shall thereafter be considered as a Composite Building Site or single lot for all purposes of this Declaration.

Section 8. Type of Construction. Exterior walls may be of masonry, brick, wood or other suitable material approved by the Architectural Control Committee. No garage, carport or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage, carport or permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant.

Section 9. Temporary Buildings. Temporary buildings or temporary structures shall not be permitted on any Lot. However, Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any appurtenance to such residence used for sales purposes must have been reconverted to a garage.

Section 10. Driveways. On each Lot, the builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting street, including the portion of the driveway in the street easement, and the builder shall repair at his expense any damage to the street occasioned by connecting the driveway thereto.

Section 11. Roofing Material. The roof of any building including any separate garage shall be constructed of or covered with (1) composition shingles or (2) clay or concrete tiles or other materials comparable in quality, weight and color. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted at the sole discretion of the Architectural Control Committee upon written request.

Section 12. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot, which may be, or may become,

an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the Subdivision and the lighting effects utilized to display the model homes.

Section 13. Use of Temporary Structures. No Structure of a temporary character, whether recreation trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

Section 14. Storage of Building Materials. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

Section 15. Storage of Automobiles, Boats, Trailers and Other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or Common Area or in the street adjacent to any Lot, easement, right-of-way or Common Area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, pick-up trucks with attached bed campers, that are in operating condition, have current license plates and

inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas. No non-motorized vehicle, recreational trailer, camper, recreational vehicle, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or Common Area or in the street adjacent to any Lot, easement, right-of-way or Common Area unless such object is concealed from public view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 16. Mineral Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 17. Animal Husbandry. No animals, reptiles, livestock, bees, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. No more than two (2) of each type of pet will be permitted on each Lot. The foregoing limitation on number of pets shall not apply to any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from the Lot but still in the Subdivision, all pets must be kept on a leash at all times and accompanied by a member of such Owner's household who is responsible for cleaning after pet debris. It is the Owners responsibility to keep the Lot clean and free of pet debris.

Section 18. Subdivision Perimeter Fencing. Subdivision Perimeter Fencing is defined as (i) those fences that shall run along the rear lot lines of Lots

1 through 21 inclusive, lots 41 through 45 inclusive, and lot 49 in Block 1, as shown on the recorded Subdivision Plat, which runs along Spears Road and T.C. Jester Boulevard; (ii) those fences that shall run along the side lot lines of Lots 13, 41 and 49 in Block 1, which run along Spears Road and T.C. Jester Boulevard, as shown on the recorded Subdivision Plat; and (iii) the fence that shall run along the exterior side lot line of Lot 1 in Block 1 along Park Talon Drive to the front building set back line on Lot 1 in Block 1, as shown on the recorded Subdivision Plat.

The Subdivision Perimeter Fencing shall be seven (7) feet, nominal, in height and shall be designed and constructed so as to include (i) a single, horizontal "rot board", which must be six (6) inches, in height, installed along the bottom of the fence; (ii) a top-trim, horizontal member(s) which must be six (6) inches, in total height; and (iii) cedar pickets which are six (6) feet in height, nominal and six (6) inches wide. The ACC can approve slight variations in these heights due to different ground elevations.

The Owners of Lots which have Subdivision Perimeter Fencing shall install such fencing at their own expense. Thereafter, all Subdivision Perimeter Fencing shall be maintained by the Association, which shall also pay for one-half (1/2) of the expense of such fence maintenance. The other one-half (1/2) of the fence maintenance expense shall be paid by the Owner of the Lot upon which the fence is situated. The Owner shall pay such fence maintenance charges to the Association immediately upon receipt of an invoice from the Association for the charges. In the event the Owner fails to pay such charges within thirty (30) days of receipt of an invoice for such charges, the Association may place the charges on the Owner's assessment account as described in Article VI of this Declaration. Thereafter, the charges shall be secured by a continuing lien against the Lot where the fence is situated and such charges may be collected like any other assessment charge, including by the foreclosure of the lien against the Lot.

In addition, the Owners of Lots which have Subdivision Perimeter Fencing shall not alter such fences (including entrance movements, if any) in any way, it

being contemplated that the Association shall have the exclusive right to maintain such fences. Without limitation, Owners shall be prohibited from repairing, painting, staining, replacing, decorating or altering the fences in any way, and shall not hang anything from the fences or attach anything to the fences. The purpose of the provision of the Declaration is to keep the Subdivision Perimeter Fencing as completely uniform as possible.

The Association shall have such access as it deems reasonably necessary to perform its maintenance of the fences (including entrance movements, if any) and each Owner grants the Association an access easement to do so. The Association, or its agents, contractors or employees, shall not be liable to any Owner in trespass or otherwise for its actions in maintaining the fences.

Owner releases the Association from all bodily injury, death and property claims (the "Claims") arising in any way in connection with the Association's or its contractor's maintenance or inspection of the fences or otherwise connected in any way with activities relating to the fences. The Claims include any and all claims by Owner, Owner's family, guests, invitees or employees without limit and without regard to the cause or causes thereof or the negligence of any party or parties.

Section 19. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, and no walls or fences of any height, shall be erected or maintained nearer to the front lot line than the plane of the front exterior wall of the residential structure on each Lot. All rear yards and, in case of a corner lot, all side yards shall be enclosed with a wooden fence. Any fence visible from the street shall not expose the support posts or crossmembers of the fence and shall be constructed so that pickets are on the side visible from the street. No side or rear fence, wall, or hedge shall be more than eight (8) feet high and all fences must be constructed of ornamental iron, wood, or masonry and must be at least six (6) feet in height. No chain link fence shall be placed on any Lot. The ownership of any wall, fence, hedge or planter erected as a protective screening

on a Lot by Declarant or a builder shall pass with title to the property, and it shall be the Owner's responsibility to maintain such protective screening thereafter.

Section 20. Swimming Pool Fences. All Lots containing private swimming pools shall be completely enclosed by a solid wood fence-type enclosure not less than six (6) feet nor more than eight (8) feet in height having pickets spaced not more than three (3) inches apart. All openings to any such enclosure shall be closed with a self-closing gate of the same construction as the fence. No exterior surface of the enclosure shall provide a handhold or foothold.

Section 21. Mailboxes. If the local postal authority requires the Mailboxes to be located in a centralized area, then Mailboxes will be initially provided by the Declarant. If the local postal authority requires the Mailboxes to be located on the individual Lot, then Mailboxes will be provided by Builder. Mailboxes used in the Subdivision must be harmonious with the overall character and aesthetics of the Subdivision.

Section 22. Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 23. Landscaping and Lot Maintenance. All front yards and side yards on all lots, up to the wing wall that extends from the side of the house to the side of the property line, must be sodded, prior to occupancy, the full length of the property line adjacent to the street. The front yards of all lots must be landscaped with a minimum of six (6) shrubs and one (1) tree, of at least two (2) inches in caliper prior to occupancy. The Owners or occupants of all Lots shall at all times keep all grass thereon cut in a sanitary, healthful and attractive manner, remove all weeds, edge curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the

Owners or occupants of any Lots at the intersection of streets adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste material must be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 24. Signs. Signs, billboards, posters or devices of any kind which serve to advertise commercial activity or services shall not be placed on any Lot except: (a) one sign of not more than six (6) square feet advertising a particular Lot and residential Structure on which the sign is situated for sale or rent; or (b) one sign of not more than six (6) square feet to identify the particular Lot during the period of initial construction of a single family residential Structure thereon. No sign of any type shall contain the word "foreclosure" or any derivative of such word.

The right is reserved by Declarant (and Declarant may extend this right to Builders within the Subdivision) to construct and maintain signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision. "Bandit" signs, or signs of approximately four (4) feet by six (6) feet in area which are

portable, or easily capable of having wheels attached and/or being removed, are strictly prohibited and shall not be placed on any Lot for any reason.

With written ACC approval, signs relating to sports, band, choir, cheerleader and similar activities are permitted; provided, however, that such signs shall relate only to activities in educational grade levels 1 - 12.

Owners may place temporary signs supporting political parties/candidates on Owner's Lot at times reasonably in advance of elections, provided, however, that owner shall remove such political signs within five (5) days following the date of the election.

Owners may place signs to indicate that security or alarms systems have been installed; provided, however, such signs are placed near ground level within five (5) feet of the exterior wall of the Residential Unit, Garage or related Quarters.

In addition to any other remedy provided for herein, the Association or its authorized agent shall have the power to enter upon any Lot to remove any sign which violates this Section 24, provided the violating Owner has been contacted, by telephone or in writing, 24 hours in advance, by the Association or its authorized agent and informed of its intent to exercise self-help in the removal of a violating sign. Fines, which may levied daily, together with the cost of self-help shall become part of the assessment payable by said Owner and payment thereof shall be secured by the lien herein retained. The Association, its agents and employees shall not be liable, and are expressly relieved from any liability, for the trespass or other tort in connection with the removal of violating signs from any Lot.

Section 25. Electronic Signal Receiving Devices. No satellite dish larger than one (1) meter in diameter shall ever be erected or maintained on any Lot. Satellite dishes, antennas, or any other types of electronic receiving devices, including the components supporting the same, shall be mounted in the most inconspicuous location possible on the Lot, and the Owner shall obtain written approval from the ACC for the installation of any such device. The ACC may require the Owner to conceal from public view the installation of a satellite dish

by methods including, but not limited to, special painting, screening, landscaping, or other screening methods and the cost of such concealment shall be the sole responsibility of the Owner. In the event the Owner installs multiple electronic signal receiving devices on a Lot, only one (1) such device and the components supporting same, shall be visible in whole or in part from any street or from any other Lot. Devices for the reception of electronic signals may be installed inside a fully enclosed attic of the residential unit, garage, or related quarters. Satellite dishes, antennas, aerials, or any other device of any type, which transmit television, radio or any type of signal over the airways, are strictly prohibited.

Section 26. Enforcement of Exterior Maintenance. In the event of the violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and restore the Lot and the exterior of a residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance, and restoration, the Association shall have the right, through its agents and employees, to enter the Lot as well as to enter any residence or improvements located upon such Lot. The Association may render a statement of charges to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the law of the State of Texas, shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the lien herein retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for the trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 27. Air Conditioners. No window or wall type air conditioners visible from any street shall be permitted.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building, fence, wall or other Structure shall be erected, placed, or altered on any Lot nor shall any exterior addition to, or change, or alteration therein be made until the construction plans and specifications describing the nature, kind, shape, height, and materials and a plot plan showing the location of the building, fence, wall or other structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

Section 2. Committee Membership. The Architectural Control Committee members shall be initially composed of Douglas J. Eibsen, Gonzalo Velaochaga, and Monica S. Flores, who by majority vote may designate a representative to act for them. The address of the Architectural Control Committee is 10497 Town and Country Way, Suite 430, Houston, Texas 77024. The Architectural Control Committee may at any time appoint members to act in its behalf for matters other than new construction.

Section 3. Replacement. In the event of death or resignation of any member or members of said Committee, the Declarant (or Board of Directors of

the Association, if the Board has assumed the authority of the ACC pursuant to Article IV, Section 5 hereof) shall appoint a successor member or members, and until such successor member or members have been appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee shall cease on and after ten (10) years from the date of this instrument. Thereafter, the power vested in said Committee by this covenant shall be automatically transferred to the Board of Directors of the Association, and thereafter the Board of Directors of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

Section 6. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials), as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variances, only by written instrument, addressed to the Owner of Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested,

expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above).

Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

ARTICLE V

HERITAGE VILLAGE HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership. Every Owner of a Lot subject to a maintenance charge assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership.

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

Class "A". Class "A" members shall be Owners as defined in Section 1 of Article V, with the exception of the Declarant and its successors and assigns, and

shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class "B". The Class "B" member(s) shall be the Declarant and its successors and assigns and all shall be entitled to three (3) votes for each Lot owned when the subject matter being voted on affects or relates to the Declarant's interest in Heritage Village, Section 6. Otherwise, the Declarant shall have one (1) vote for each Lot owned, as in Class A membership. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 2014

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

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

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

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

ARTICLE VI
MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Lot in the Properties is hereby subjected to an annual maintenance charge, and the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of the Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas, if any. The activities of the Association may include, by the way of example, but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining right-of-ways, easements, esplanades and other public areas, if any; construction and operation of all street lights, purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; employing a manager, or such other employees deemed necessary; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the Properties in the Subdivision neat and in good order, or which is considered of general benefit to

the Owners or occupants of the Properties. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the date of commencement of the first annual assessment as determined by the Board of Directors, the maximum annual assessment shall be \$285.00 per Lot. From and after the first day of January of the year immediately following the date of commencement of the first annual assessment, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Earners and Clerical Workers published by the Department of Labor, Washington, D.C., or any successor publication for the preceding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior year's annual assessment, whichever is greater, without a vote of the members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only by approval of two-thirds (2/3rds) of each class of Members in the Association present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of members as provided in the Bylaws of the Association, a door to door canvass may be used to secure the written approval of two-thirds (2/3rds) of each class of members for such increase in the annual assessment. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Harris County, Texas.

Section 4. Rates of Assessment. The annual assessment on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant and its successors and assigns and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the

Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes

Section 5. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence on all Lots upon the first day of the month following the first conveyance of a Lot to a homeowner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided herein by non-

use of the facilities or services provided by the Association or by abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant or the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge or annual or special assessment accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

Section 8. Annexation. Additional property may be annexed into the jurisdiction of the Association by recorded restrictions so stating upon the consent of two-thirds (2/3rds) of each class of members of the Association provided, however, that additional stages of development may be annexed into the Association by Declarant (whether or not Declarant owns title to the land constituting the additional stage of development at the time of annexation) without such approval by the membership. The Owners of Lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to at least the annual maintenance assessment imposed hereby.

Upon a merger or consolidation of the Association with another Association, the Association's properties, rights, and obligations may be transferred to the 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. However, such merger or consolidation shall not effect any revocation, charge or addition to the covenants and restrictions established by this Declaration and no merger or consolidation shall be permitted except upon approval of two-thirds (2/3rds) of each class of members of the Association.

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration, the Declaration shall control, and in the case of any conflict between the Bylaws of the Association and this Declaration, the Declaration shall control.

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

Section 4. Amendment by Declarant. Notwithstanding anything to the contrary contained in these restrictions, the Declarant shall have and hereby reserves the right at any time, without the joinder or consent of any other party or entity, to amend these restrictions by an instrument in writing and duly signed, acknowledged and filed for record in the Office of the County Clerk of Harris County, Texas.

Section 5. Amendment. Except otherwise provided by law and Article VII Section 4, the provisions hereof may be amended by an instrument in writing signed by the secretary of the Association certifying that members having not less than two-thirds (2/3rds) of the total votes in the Association that may be cast thereupon, have voted in favor of such amendment, but no such amendment shall be effective until written notice thereof is duly recorded in the Office of the County Clerk of Harris County, Texas. The Bylaws of the Association may be amended as therein set forth. Without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under these Restrictions.

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IN WITNESS WHEREOF, this Declaration is executed this 11th day of November, 2004.

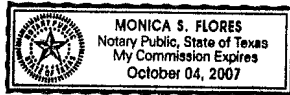
PERAMCO, INC.
a Florida corporation

101

By: _____
Gonzalo Velazchaga,
Vice - President

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 11, 2004 by Gonzalo Velazchaga, Vice - President of Peramco, Inc., on behalf of said corporation.



Notary Public, State of Texas

FILED

NOV 15 PM 2:25
100131

Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris County Texas on

NOV 15 2004



Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

After recording, please return to:
10497 Town & Country Way, Suite 430
Houston, Texas 77024

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