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DECLARATION

1082-267

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This Declaration, made on the date hereinafter set forth by Eldridge Road Joint Venture, composed of E.R., LTD., a Texas limited partnership and General Homes Consolidated Companies, Inc., dba Eden Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property known as BARRINGTON PLACE, SECTION I, a subdivision in Fort Bend County, Texas, described as follows:

All the lots in Barrington Place, Section I, Subdivision, Fort Bend County, Texas, according to the Map or Plat thereof, recorded in Volume 129, Page 20, in the Map Records of Fort Bend County:

- Block One (1), Lots One (1) through Thirty-nine (39);
- Block Two (2), Lots One (1) through Twenty-three (23);
- Block Three (3), Lots One (1) through Thirteen (13);
- Block Four (4), Lots One (1) through Forty-six (46);
- Block Five (5), Lots One (1) through Seventy (70);
- Block Six (6), Lots One (1) through Twenty-nine (29);
- Block Seven (7), Lots One (1) through Fifteen (15);
- Block Eight (8), Lots One (1) through Twenty-six (26);
- Block Nine (9), Lots One (1) through Thirty-five (35);
- Block Ten (10), Lots One (1) through Seven (7).

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Barrington Place, Section I, 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 BARRINGTON PLACE, SECTION I, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of

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which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to BARRINGTON PLACE HOMEOWNERS' ASSOCIATION, a non-profit corporation, 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 and those having only an interest in the mineral estate.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore 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 4. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above and all plats or lots annexed pursuant to Section 7 of Article VI hereof.

Section 5. "Common Area" shall mean all property owned by the Association for the common use and benefit of the owners, if any.

Section 6. "Declarant" shall mean and refer to General Homes Consolidated Companies, Inc., dba Eden Corporation, a Texas Corporation and 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 7. "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.

Section 8. "Architectural Control Committee" shall mean and refer to Barrington Place, Section I, Architectural Control Committee provided for in Article IV hereof.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Recorded subdivision maps of the Properties.

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

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the recorded subdivision maps of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration.

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Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 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 other utility purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

Section 4. Underground Electrical Distribution System. "An underground electric distribution system will be installed in that part of Barrington Place Subdivision, Section One, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Barrington Place Subdivision, Section One, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of

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attachment at such company's installed transformers or energized secondary junction boxes, 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. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit 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 Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally

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constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, if having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities servicing such lot, which arrangement and/or addition is determined by Company to be necessary.

"The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Barrington Place Subdivision, Section One, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s)."

ARTICLE III

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Use Restrictions

Section 1. Single family zero lot line, detached or attached, residential construction. No building shall be erected, altered, or permitted to remain on any lot other than one detached zero lot line or attached zero lot line residential family dwelling unit used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling unit as previously described in Barrington Place shall have parking space for two (2) cars. No shall any dwelling exclusive of open porches, carports or garages, or patios be permitted on any lot in this subdivision at a cost of less than \$20,000, based upon cost levels prevailing on the date these covenants are recorded. As used herein, the term "residential purposes" shall be construed to prohibit apartment complexes, mobile homes or trailers being placed on the Lots, and no lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any lot within said subdivision. A minimum of 50% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction unless otherwise approved in writing by the Architectural Control Committee.

Section 2. Minimum square footage within improvements. Those lots described above as shown on the plat of Barrington Place, Section I are restricted to a detached zero lot line dwelling with a minimum of 1,000 square feet or an attached zero lot line dwelling containing 900 square feet of livable area, exclusive of open porches and garages, carports or parking spaces.

Section 3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In

addition, thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots, and the plans for each residential building on each side of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence it occupies.

Section 4. Location of the improvements upon the lot. No building shall be located on any lot nearer to the street side line than the minimum building setback line shown on the recorded plats or replats. Detached zero lot line: Subject to the provisions of Section 5 below, one wall of the building, carport or garage shall be located on one side lot line on interior lots of the dwelling is a single detached zero lot line dwelling. However, this wall shall not have any windows, doors or other such related openings. The other wall of the building, carport or garage shall be a minimum of ten (10) feet to an interior lot line or ten (10) feet to an exterior lot line on a corner lot. Attached zero lot line: Subject to the provisions of Section 5 below, the common wall of the attached zero lot line unit shall be built exactly upon the lot line on interior lots. This common wall shall have no openings, nor shall any penetration of this common wall of any kind be allowed, including the installation of electrical wiring or plumbing. The two outside walls of the attached zero lot line unit shall be a minimum of ten (10) feet to an interior lot line or to an exterior lot line on a corner lot.

On the ten (10) foot building setback side of the lot, eaves, steps and unroofed terraces shall not be considered as part of a building; however, this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

Section 5. Composite building site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate

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or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than forty (40) feet.

Section 6. 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 become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

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

Section 8. Storage of automobiles, boats, trailers 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 completely concealed from public view inside a garage or other approved enclosure,

except passenger automobiles, passenger vans, motorcycles, pick-up trucks, or pick-up trucks with attached bed campers, that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas.

No non-motorized vehicle, trailer, recreational vehicle, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, in any part of any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure.

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

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

Section 11. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or

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maintained nearer to the front Lot line than the plans of the front exterior wall of the residential structure on such lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any lot without the express prior approval in writing of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such chain link fence is not visible from any street.

Section 12. Visual obstruction at the intersections of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 13. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic

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or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

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

Section 15. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna or wires shall be visible from the street which runs in front of said Lot.

Section 16. Maintenance of building exterior. Zero lot line detached. Owner shall always have the right to enter the adjacent property to perform maintenance upon the building wall that is on the property line (zero lot line wall), and occupant shall at all times keep this wall in good repair. All deeds of trust upon these lots shall so convey this right of easement. This covenant

shall in no way be construed as giving the owner the right to enter upon the adjacent property for any other reason than for maintenance of the zero lot line wall. Zero lot line attached: The two owners of each building shall be responsible for the maintenance of the exterior of their building. No change of paint, brick or roof color shall be permitted without approval by the Architectural Control Committee. No maintenance, repairs or painting shall be done by one owner without the consent of the other owner. Each owner (unit) shall have one vote in all matters of exterior maintenance, repairs and painting, and the cost of these repairs. If the two owners (units) cannot agree on the maintenance, repairs, and painting then the owner (unit) that deems that the work needs to be accomplished shall prepare a written description and cost of the work to be accomplished to the Barrington Place Architectural Control Committee. The Architectural Control Committee shall rule on the need for accomplishing the work and shall set the time frame to accomplish the work if the work is required. Their ruling shall be binding on both owners. In the event an owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of Barrington Place Homeowner's Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, within sixty (60) days of written notification to said owner, through the Association's agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 17. General rules of law to apply. Each wall and roof which is built as a part of the original construction of the zero lot line attached building upon the Properties and placed on the dividing line between the lots shall constitute a common wall and roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common walls and roofs and liability for property damage due to negligence or

Willful acts or omissions shall apply thereto. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a common wall or roof shall be shared by the Owners who make use of the wall and roof equally. Destruction by Fire or other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any owner who has used the wall or roof may restore it, and if the other owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for attached zero lot line buildings, the total exterior of both properties must be completely restored to their original condition before the destruction that resulted from fire or other casualty. Weatherproofing. Notwithstanding any other provision of this Article, an owner who, by his negligent or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. Right to Contributions with Land. The right of any owner to contribution from any other owner under this Section will be appurtenant to the land and shall pass to such owner's successors in title. Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Architectural Control Committee, as set forth under Article IV herein, shall have full and complete authority in handling said dispute and the decision of the Architectural Control Committee shall be final. The decision of the Architectural Control Committee must be rendered on or before sixty (60) days following written notification to the Architectural Control Committee by one or both property owners involved.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of building plans. No building shall be erected, placed, or altered on any Lot until the construction

plans and specifications and a plot plan showing the location of the 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 of Barrington Place, SECTION I, subdivision. 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, together with such other documents as it deems appropriate, 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 Mary B. Prevatte, Fred Anderson, and Kenneth Belanger, who by majority vote may designate a representative to act for them. At any time, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The address of the committee is 7322 Southwest Freeway, Suite 1600, Houston, Texas 77074.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 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 and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approvals described in this covenant shall not be required, and all powers vested in said Committee by this covenant shall cease and terminate, provided, that any time after January 1, 1992, whether or not the term of the Architectural Control Committee specified above shall have expired, by a two-thirds (2/3) vote of the members present and voting, the Board of Directors of the Barrington Place Homeowners' Association may assume the duties and powers of the Architectural Control Committee, 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 variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the 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

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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, and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of 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

BARRINGTON PLACE HOMEOWNERS' ASSOCIATION

Section 1. Membership and Voting Rights. 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 which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

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

Class A. Class A members shall be Owners as defined in Section 1. of Article V, with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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

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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, 1992.

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. BARRINGTON PLACE HOMEOWNERS' ASSOCIATION, a 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. By-Laws. 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 Assessments. 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 a deed therefor, 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 interests, costs, and

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reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor 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 recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of common areas, if any. The responsibilities of the Homeowners' Association shall include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining 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; 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. Rate of Assessment. The maintenance charge on Class B Lots shall be a maximum of 50% of the assessment for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot on the date these Covenants, Conditions and Restrictions are recorded. The entire accrued charge (of said rate stated above per month) on each Lot shall become due and payable on the date such Lot converts from a Class B to a Class A Lot by reason of the Owner's purchase of a residence thereon. For

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the first year of ownership or any fraction thereof, the assessment shall be the number of months the Lot has been occupied by a homeowner times the monthly assessment rate payable on January 1, for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment, payable on January 1, of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$20 per Lot per month, or \$240 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Section 4. 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 \$20 per lot, per month. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Directors.

Section 5. Effect of nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of six (6%) percent 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. 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.

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Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of Barrington Place Homeowners' Association any additional properties in future stages of the development of Barrington Place, upon approval of the Board of Directors of the Association, in its sole discretion. Any additions authorized under this and the succeeding subsections, shall be made by filing of record a Declaration of Covenants and Restrictions and Annexation Agreement with respect to the additional property or properties which shall extend the scheme of the covenants and restrictions of this Declaration to such property and the execution thereof by the President of the Board of Directors. Such Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per Lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

(b) Other Additions. Upon the approval of the Board of Directors of the Association, in its sole discretion, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the

Association may file of record an Annexation Agreement and Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in subsection (a) above. 1082 PAGE 288

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

ARTICLE 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 Fort Bend 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 1032-28
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 of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.

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

Section 4. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the BARRINGTON PLACE HOMEOWNERS' ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration and/or the Veteran's Administration; Annexation of additional properties; dedication of any common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

EXECUTED THIS 20th day of SEPTEMBER, A.D., 1982.

ELDRIDGE ROAD JOINT VENTURE,
COMPOSED OF:

K.R., LTD., a Texas limited
partnership, acting herein by
its undersigned General
Partners:

ATTEST:

By: Dorothy L. Cross
Dorothy L. Cross

By: Milton C. Cross
Milton C. Cross
General Partner

Crossridge Corporation,
General Partner

ATTEST:

By: Dorothy L. Cross
Dorothy L. Cross

By: Milton C. Cross
Milton C. Cross, President

CAPITAL BANK, N.A.

ATTEST:

By: Gary Brown

ATTEST
By: Gary Brown
Gary Brown, Vice President

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Mary B. Provatte
By: Mary B. Provatte
Assistant Secretary

Mary B. Provatte
By: Mary B. Provatte
Assistant Secretary

Debbie Waits
By: Debbie Waits
Assistant-Secretary

STATE OF TEXAS §
COUNTY OF FORT BEND §

GENERAL HOMES CONSOLIDATED COMPANIES, INC., dba
GENERAL HOMES, INC.

By: *Andrew E. Howard*
Andrew E. Howard, Vice President

GENERAL HOMES CONSOLIDATED
COMPANIES, INC., dba
EDEN CORPORATION

By: *Andrew E. Howard*
Andrew E. Howard,
Vice President

LIENHOLDER:
GIBRALTAR SAVINGS

By: *James D. Hurst*
James D. Hurst, VICE-PRESIDENT

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Milton C. Cross, General Partner of Eldridge Road, Ltd., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 29 day of July, 1982.

Lanice Ann Nelson
Lanice Ann Nelson
Notary Public in and for
Port Bend County, Texas
My commission expires 4-10-83

STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Milton C. Cross, President of Crossridge Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 29 day of July, 1982.

Lanice Ann Nelson
Lanice Ann Nelson
Notary Public in and for
Port Bend County, Texas
My commission expires 4-10-83

STATE OF TEXAS §
COUNTY OF FORT BEND §

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BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Andrew E. Howard, Vice President of General Homes Consolidated Companies, Inc., dba Eden Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 24 day of July, 1982.

[Signature]
Notary Public in and for
County of Fort Bend, Texas
My commission expires _____

STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JAMES D. HURST, VICE-PRESIDENT of Gibraltar Savings, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 2nd day of September, 1982.

[Signature]

Notary Public in and for
Harris County, Texas

My commission expires _____

THERESA A. KREMER
Notary Public in and for the State of Texas
My Commission Expires _____

Return to:

Eden Corporation
7322 Southwest Freeway
Suite 1600
Houston, Texas 77074
Attention: Terese Bueas

105, 500

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FILED FOR RECORD
AT 11:00 clock A.M.

SEP 19 1982

Paul Elliott
COUNTY CLERK, FORT BEND COUNTY, TEX.

CLERK OF RECORD COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the volume and page of the General Records of Fort Bend
County, Texas as stamped herein by me on



SEP 14 1982

Paul Elliott
County Clerk, Fort Bend Co., Tex.