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DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

THIS DECLARATION is made on the date hereinafter set forth by Cross-PlanK, Inc., a Texas corporation, hereinafter referred to as "Declarant".

WITNESSETH

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

All the lots in Barrington Place, Section FIVE-B, Subdivision, Fort Bend County, Texas, according to the Map or Plat thereof, recorded on Slides 1098A and 1098B in the Map Records of Fort Bend County, Texas.

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Barrington Place, Section FIVE-B, 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 FIVE-B, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of 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 on all parties having or acquiring any right, title or interest therein, or any part hereof, 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, INC., 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 provision set forth herein.

Section 4. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above.

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

Section 6. "Declarant" shall mean and refer to Cross-Plank, Inc., a Texas corporation, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development or are so designated in writing by Declarant as the successors and assigns of all Declarants rights hereunder.

Section 7. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereinafter 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 the Barrington Place Architectural Control Committee provided for in Article IV hereof.

Section 9. "Builder" shall mean and refer to the record owner, whether a person or entity, of a fee simple title to any Lot which is a part of the Properties, who constructs a residence thereon and who offers the Lot and its improvements for resale to the public.

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.

Declarant shall have the right, but shall never be obligated, to redivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein. Any such replat must comply with all local and state replatting ordinances, statutes, regulations and requirements.

Section 2. Easements. Declarant reserves for the public use the easements and right-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. 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. Transfer of Common Areas. The Declarant hereby covenants for itself, its heirs, successors and assigns, that it will convey fee simple title to the Common Areas of Barrington Place, Section 5-B, if any, to the Association, free of all encumbrances and liens, prior to the conveyance of the first lot to an Owner, as defined in Article I, Section 2 of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Underground Electrical Distribution System. An underground electric distribution system will be installed in that part of Barrington Place, Section 5-B subdivision designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Barrington Place, Section 5-B subdivision. 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 (in accordance with the requirements of local governing agencies and the National Electrical Code) the underground service cable and appurtenances from the point of electric company metering at the structure to the point of attachment at electric company's installed transformers or energized secondary functionaries, 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. Declarant 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' permit installation, repair, and maintenance of each homeowner's owned and installed service wires. In addition, the Owner/Developer, shall, at his or its own cost, furnish, install, own, and maintain a service loop (in accordance with the then current Standards and Specifications of the electric company furnishing services) for the design and installation of the meter of such electric company for each dwelling unit involved at points to be designated by the utility company. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each dwelling unit therein shall be underground, conform 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 Declarant (except for certain costs, where

applicable, and except as hereinafter provided) upon Declarant'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 which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent 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 Declarant 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) Declarant has paid to the electric 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 electric 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 serving such Lot, which arrangement and/or addition is determined by company to be necessary.

Easements for the underground service may be crossed by driveways, walkways, and patio areas, provided the Declarant or Builder makes prior arrangements with the utility company furnishing such service. Such easements for the underground service shall be kept clear of all buildings and neither Declarant nor utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or

other improvements to the Owner located on the land covered by said easements.

Section 6. Reservation of Right to Contract and Power-of-Attorney. Declarant hereby reserves the right to hereafter enter into non-exclusive franchise agreement(s) with one or more cable television companies, together with the right to obtain and retain all income, revenue and other things of value paid or to be paid by such cable television companies to Declarant pursuant to any such agreement(s) between Declarant and such cable television companies.

Declarant hereby makes, constitutes and appoints the Barrington Place Homeowners' Association, Inc., a Texas non-profit corporation, its true and lawful attorney for it, and in its name, place and stead, to negotiate, contract and execute non-exclusive agreements for cable television services with cable television providers for a price and under terms and conditions which, in the sole judgment of the Barrington Place Homeowner's Association, are deemed by Barrington Place Homeowners' Association, Inc. to be in the best interest of the homeowners who now or in the future reside in the Subdivision; provided, however, and such non-exclusive agreement shall always provide that the cable television provider shall place all cable, equipment, lines or any other materials used by said provider in underground conduits.

Giving and granting unto said Attorney full power and authority to do and perform every act necessary and proper to be done in the exercise of the foregoing special power as fully as Declarant might or could do, hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof.

For value received, receipt of which is hereby acknowledged, Declarant does hereby grant said attorney-in-fact the right to contract for, collect, obtain, retain and use for its own benefit all income, revenue, and other things of value paid or to be paid by any cable television provider which Barrington Place Homeowners' Association, Inc. contracts with for cable television

services within the subdivision, and by such grant, Declarant intends that this Power of Attorney be coupled with an interest, and Declarant does hereby make and declare this Power of Attorney to be irrevocable by it, its successors or assigns, renouncing all right to revoke this power or to appoint any other person or entity to perform any of the acts enumerated herein.

ARTICLE III

Use Restrictions

Section 1. Single family detached; single family zero lot line, detached; single family side yard concept option; or single family zero lot line, attached; residential construction.

No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling unit, one detached side yard concept option or one attached zero lot line residential family unit used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling unit as previously described in Harrington Place, Section 5-B shall have parking space for no less than two (2) cars. Nor 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 \$20,000.00 based upon cost levels prevailing on the date these covenants are recorded. 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; 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, 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 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 Harrington Place, Section Five-B, are restricted to a single family detached dwelling with a minimum of One Thousand (1,000) square feet, or a detached zero lot line dwelling with a minimum of Nine Hundred (900) square feet of livable area, exclusive of open porches and garages or carports.

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. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.

Section 4. Location of the improvements upon the lot.

No structure shall be located on any lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plats or replats. Single Family Detached: 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 ten (10) feet from the rear property line. Subject to the provisions of Section 5 below, no part of any house, building, carport or garage shall be located nearer than five (5) feet to an interior side lot line or ten (10) feet to any exterior lot line on a corner lot. 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 if 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.

Detached side yard concept option: The residence dwelling shall not be located on the Lot nearer than three (3) feet from either side Property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side Lot line abutting a street and shall not be nearer than five (5) feet on the other side Lot line of such corner Lot. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard Wall, shall be constructed adjacent to and three (3) feet from the side Lot line. The three (3) foot area bounded by the Side Yard Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement." Provided, however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of six (6) feet. This wall must, in the case of the Side Yard Wall be constructed adjacent to and abutting in such manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, windows of any kind, unless such Side Yard Wall is on the street side of a corner Lot. If on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side Lot line. There must be a minimum distance of six (6) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear Lot Utility Easement.

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 rear 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. For the purpose of this section, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on any 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 4. 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 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-five (45) feet.

Section 5. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become an annoyance or 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 model homes.

Section 7. Use of temporary structures. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence. For the purposes of this section, a mobile home trailer shall be considered as being of

temporary character, whether permanently immobilized and connected to utilities or not. Portable buildings used for accessory or storage purposes shall be limited to not more than thirteen (13) feet in height and shall be subject to approval of the Architectural Control Committee. Temporary structures shall be inconspicuous and unobtrusive, shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 8. Storage of automobiles, boats, trailers, recreational vehicles 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, or pickup trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet, six inches in height, or seven feet, six inches in width, or twenty-one feet in length.

No camper, trailer, boat, marine craft, hovercraft, aircraft, non-motorized vehicle, 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 such Lot, easement, right-of-way, or common area unless such object is completely concealed from public view inside a garage or other approved enclosure.

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

Section 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 of the domestic variety may be kept, provided that no more than two (2) of each type animal is kept. No resident of any Lot shall permit any dog, cat, or other domestic pet under his ownership or control to leave such resident's Lot unless leashed and accompanied by a member of such resident's household.

Section 11. Walls, fences and hedges. No wall, fence or hedge shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than eight (8) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence, or hedge erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. Approval of the Architectural Control Committee shall be obtained prior to the erection of any wall, fence or hedge on any Lot. For the purposes of this Section 11, a hedge shall be defined as a row of bushes, shrubs or trees which, at natural maturity, may exceed three feet (3') in height and have sufficiently dense foliage as to present a visual and physical barrier in the same manner as a fence.

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. Each Owner or occupants of all Lots shall maintain all buildings and improvements thereon in a neat, safe and attractive condition. 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 and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements as incident to construction of improvements thereon as herein permitted. The drying of clothes in public view on any Lot is prohibited. The accumulation of garbage, trash, or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful, and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with performance of the exterior maintenance and other work authorized herein.

Section 14. Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to the public view on any Lot, except one for each building site of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder or the Declarant to advertise the property during the

construction and sales period, and a sign or signs erected at the entrance(s) of the subdivision or the Common Area as permanent identification thereof. Declarant or the Association, shall have the right to remove any such sign, advertisement, billboard, or structure which is placed on said lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 15. Maximum height of antenna. No radio or television aerial wires, radio or television 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 of any style, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot. No satellite dish of any kind which is visible from any ground location off of the Lot shall be maintained on any portion of any Lot unless such satellite dish is adequately screened from view. Any screened enclosure must have prior approval from the Architectural Control Committee.

Section 16. Maintenance of building exterior.
Detached zero lot line: 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 reason than for maintenance of the zero lot line wall. Detached side yard concert option: The Owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent Lot Owner, shall have the right of entry unto the easement area between the hours of 8:00 a.m. to 2:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday for the sole purposes of maintenance, painting, repairing and rebuilding of the Side Yard

Wall or foundation and fencing which is situated adjacent to and abutting the easement area. The owner of the Side Yard Wall Lot must replace any fencing, landscaping or other items on the easement area or the adjacent Lot that he may disturb during such construction, maintenance, or repair. This easement, when used by the Owner of the Side Yard Wall Lot for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. Neither Owner shall attach any object to the Side Yard Wall fencing onto any access easement area and the Owner of the adjacent Lot will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either Owner, except the roof overhang and guttering as provided for above, and a fence by the Owner of the adjacent Lot, which allows drainage; however, access to the access easement must be preserved for the Owner of the Side Yard Wall Lot. Both the Owner of the Side Yard Wall Lot and the adjacent Lot Owner, shall have the right of surface drainage over, along and upon the access easement area. Neither Owner shall use the access easement area in such a manner as will interfere with such drainage. 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 Harrington 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 Homeowners' Association, Inc., 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. (a) The following terms, conditions, and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the Owner of said Side Yard Wall Lot and the Owner of the adjacent Lot, which terms shall be a covenant running with the land and binding both of the mentioned Owners and all of the respective heirs and assigns forever:

The Side Yard Land Maintenance Easement (herein called the easement area) may be used by either Owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or the easement area. It shall be the responsibility of each Owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining Owner's Lot or the easement area from water running off such Owner's roof onto an adjoining owner's Lot or onto the easement area and no Owner shall have liability or otherwise be responsible to any other Owner for any loss, expense or damage resulting from such roof run-off.

The Owner of the adjacent Lot, except as otherwise provided in this section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligations of the adjacent Lot Owner,

and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 17 and other applicable provisions of these Restrictions.

The Owner of the adjacent Lot shall indemnify and hold harmless the Side Yard Wall Lot Owner against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the assessment by the Owner of the adjacent Lot, his licensees or invitees.

It is recognized by Declarant that the Side Yard concept is best suited for regularly shaped adjoining Lots and that if such option is exercised on adjoining irregularly shaped Lots, such as those common to Lots located on either a cul-de-sac or Lots on a curved street, that a strict adherence to the above terms may result in a disproportionate and inconvenient location of the easement area.

Accordingly, Declarant hereby reserves and retains the right unto itself, its successors and those who purchase Lots directly from it, to vary the assessment area on Lots in the addition which are irregularly shaped and upon which the side Yard concept is exercised. The variance, if any, will be accomplished in the convenience from either the Declarant or its successors or those who purchase Lots directly from it so as to clearly identify of record the variance involved. All owners of Lots so involved will be requested to join in an consent to such variance, if any.

By irregularly shaped Lots, as used herein, is meant a Lot where the front and back Lot lines are not of equal length and side Lot lines are not of equal length.

(b) 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 the 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 common 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 the 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.

Section 18. Private Utility Lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of building plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, except landscaping (landscaping defined as "living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth, i.e. bark, mulch, etc. Trellises, window boxes, arbors, and permanent brick borders must have Architectural Control Committee approval. Landscape timbers and brick without mortar do not need Architectural Control Committee approval unless they exceed a height of two (2) feet"), shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alteration, other than landscaping, be made to the Lot, improvements, appurtenances, or corporeal hereditaments until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, 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 set 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, specification, 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. The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or

representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes, and regulations.

Section 2. Committee Membership. The Architectural Control Committee shall be composed of the Barrington Place Homeowners' Association, Inc., as designated from time to time by its Board of Directors. Declarant hereby assigns the duties, powers and responsibilities of the Architectural Control Committee to the Barrington Place Homeowners' Association, Inc..

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 minimum guidelines and such Architectural Control Committee shall not be bound thereby.

Section 5. 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 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.

ARTICLE V

Barrington Place Homeowners' Association, Inc.

Section 1. Membership and voting rights. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership:

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

Section 3. Non-Profit Corporation. BARRINGTON PLACE HOMEOWNERS' ASSOCIATION, INC., 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 By-Laws 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 interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and for the improvement and maintenance of the medians, esplanades in the streets in the subdivision and the detention ponds servicing the subdivision.

Section 3. Rate of assessment. The annual and special assessments shall be fixed at a uniform rate as follows: (a) Owners (excluding Declarant, its successors or assigns and Builders), as defined herein, shall pay one hundred percent (100%) of both annual and special assessments; and (b) The Declarant, its successors or assigns and Builders, as defined herein, shall pay fifty percent (50%) of both annual and special assessments attributable to their Lots. The annual maintenance charge pursuant to Section 3(b) above shall begin to accrue on a monthly basis on each such Lot on the date these Covenants, Conditions and Restrictions are recorded and shall become due and payable on January 1st of the following year. The entire accrued charge pursuant to Section 3(b) above shall cease to accrue as of the last day of the month of transfer of title to the Lot and shall become due and payable in full, calculated through the last day of the month in which title is transferred, on the date that title is transferred from the Declarant or Builder to an Owner. The annual maintenance charge for Owners' Lots, pursuant to Section 3(a) above shall commence to accrue on the first day of the month following transfer of title from the Declarant or builder to an Owner. The maintenance charge pursuant to Section 3(a) shall be prorated for the year of transfer based on the number of months remaining during the calendar year of transfer and said portion shall be due and payable at transfer of title. After the year of transfer, the maintenance charge will be paid by the record owners of each lot annually in advance, being due and payable on January 1 of each 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 \$20.00 per Lot per month, or \$240.00 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 4.1. 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 \$20.00 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 ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of the Members in the Association, in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of 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 due dates shall be established by the Board of Directors.

Section 4. Special assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes

of the members of the Association, in person or by proxy at a meeting duly called for this purpose.

Section 5. 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. 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 abandonment of his lot.

Section 6. 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 herein 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 such 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 and 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 assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a

statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. 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 assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. 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 affect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

Section 8. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner (i) for any period during which any assessment against his Lot remains unpaid, and (ii) for a period not to exceed 90 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;
- (d) The right of the Association to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon; and
- (e) The right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. No such mortgage shall be effective unless an instrument agreeing to such mortgage, signed by 2/3rds of each class of members, has been recorded. The rights of any such mortgage in said properties shall be subordinate to the rights of the Owners hereunder.

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

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 two-thirds (2/3) of members of the Association has been recorded agreeing to change or terminate said covenants in whole or part. The terms and provisions of these restrictions may be amended at any time when an instrument setting forth said changes and signed by two-thirds (2/3) of the members 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. The Association or Lot Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorney's fees, incurred by the Association and/or Lot Owner in compelling compliance with these Restrictions. Failure by an 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 of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the Bylaws 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 court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed on the dates set forth in

the acknowledgements below and shall be effective as of the date of recording in the real property records of Fort Bend County, Texas.

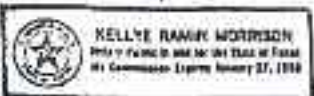
ATTEST: CROSS-PLANK, INC.
By: [Signature] By: Russell D. Plank
Russell D. Plank, President

ATTEST: WESTHEIMER NATIONAL BANK
By: [Signature] By: J. Bradley Guff
J. Bradley Guff, President

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this day personally appeared Russell D. Plank, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Cross-Plank, Inc., a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of January, 1992.



Kellie Ramin Morrison
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared J. Bradley Guff, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Westheimer National Bank, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of February



Kathleen J. Olson
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:
CROSS-PLANK, INC.
Attn: Russell D. Plank
2425 Fountainview, Suite 355
Houston, Texas 77057

2350 653

FILED

92 NW-1 P316

Gene Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

CLERK OF TERMS CLERK OF PORT BEND
I hereby certify that the foregoing was filed on
the day and date hereon herein by me and was duly recorded
in the volume and page of the PUBLIC RECORDS of Fort Bend
County, Texas as mentioned on.

APR 03 1992



Gene Wilson
County Clerk, Fort Bend Co., Tex.

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ANNEXATION AGREEMENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain instrument designated as Declaration of Covenants, Conditions and Restrictions, dated September 2, 1982, and recorded in the Office of Fort Bend County Clerk, in Volume 1092 at Page 267 of the Deed Records of Fort Bend County, Texas, as thereafter amended by an instrument, among others, recorded in Volume 1441 at Page 372 of the Official Records of Fort Bend County, Texas, created a plan and scheme of restrictive covenants covering certain tracts or parcels therein described which covenants provided for the creation of a homeowners' association for the administration of certain of the rights and responsibilities created in the said covenants and which provided, in accordance with the provisions of Article VI, Section 7 thereof, for the annexation of certain other tracts or parcels of land into the jurisdiction of the homeowners' association, and

WHEREAS, Barrington Place Homeowners' Association, Inc. was formed to and did assume the obligations of the association in the aforesaid covenants, and

WHEREAS, Cross-Plank, Inc., a Texas corporation, as successor in interest to the original Declarant is the owner of a certain property which is within the area contiguous to the property described as being numbered in said Declaration of Covenants, Conditions and Restrictions and which is within the land designated as being subject to future annexation, said certain property being more particularly described as:

All the lots in Barrington Place, Section Five-B, Subdivision, Fort Bend County, Texas, according to the Map or Plat thereof recorded on Slides 1098A and 1098B, in the Map Records of Fort Bend County, Texas;

WHEREAS, Cross-Plank, Inc. has requested and received the approval of the Board of Directors of Barrington Place

"
within"

Homeowners' Association, Inc., for the annexation of the said property;

NOW, THEREFORE, Cross-Plank, Inc. and Barrington Place Homeowners' Association, Inc. hereby annex the above-described property into the Barrington Place Homeowners' Association and declares that all of this property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions covering the same, as recorded in ^{Clerk File No. 9218074} Volume _____ of the Official Records of Fort Bend County, Texas, (the "Restrictions") all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property covered thereby. The Restrictions shall be binding upon all parties having or acquired any right, title or interest in this property and shall inure to the benefit of each owner thereof.

The Restrictions will impress and subject the lots within Barrington Place, Section Five-B, to an annual maintenance and charge and assessment imposed thereby, and will make such subdivision subject to the jurisdiction of the Association. However, it is understood and agreed that the Association shall assume the obligation to pay for maintenance of common areas and entrances to Barrington Place, Section Five-B in the same manner as the Association does for Barrington Place, Sections I, II, III, and IV Subdivisions only after Declarant has completed construction of all common improvements for Barrington Place, Section 5-B. It is hereby understood and agreed that the Association shall treat Barrington Place, Section Five-B in a non-discriminatory fashion, on an equal basis, and in the same manner as Barrington Place, Sections I, II, III and IV.

IN WITNESS WHEREOF, this Annexation Agreement is executed on the dates set forth in the acknowledgment below but to be effective as of the date of recording in the real property records of Fort Bend County, Texas.

2390 656

ATTEST:

CROSS-PLANK, INC.
A TEXAS CORPORATION

By: Gregory B. McKenzie
Gregory B. McKenzie

By: Russell D. Plank
Russell D. Plank
President

BARRINGTON PLACE HOMEOWNERS'
ASSOCIATION, INC.

By: Steve Rubin
Steve Rubin
President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Russell D. Plank, President, of Cross-Plank, Inc., 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.

SUBSCRIBED AND SWORN TO BEFORE ME this 23rd day of January, 1992.

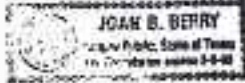


Kellye Havin Morrison
Notary Public, State of Texas

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Steve Rubin, President of Barrington Place Homeowners Association, Inc., 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, and as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME this 21st day of Jan, 1992.



Joan B. Berry
Notary Public, State of Texas

Return to:

Cross-Plank, Inc.
2425 Fountainview
Suite 355
Houston, Texas 77057

Attention: Russell D. Plank

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FILED

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Gene Nelson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on
the date and time indicated herein by me and was duly recorded
in the volume and page of the Official Records of Fort Bend
County, Texas as accompanying me.

APR 03 1992



Gene Nelson
County Clerk, Fort Bend Co., Tex.