

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS

↓

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

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THAT WHEREAS, PRECISION HOMES, INC., is the owner of that certain real property in Harris County, Texas, described as follows:

Unrestricted Reserve "E" of 2,3183 Acres,
Lots One (1) through Three (3), Block One (1),
Lots One (1) through Twenty Nine (29), Block Two (2),
Lots One (1) through Nine (9), Block Three (3),
Lots One (1) through Thirty Two (32), Block Four (4),
Lots One (1) through Five (5), Block Five (5),
Lots One (1) through Thirty Seven (37), Block Six (6),
Lots One (1) through Forty Seven (47), Block Seven (7),
Lots One (1) through Four (4), Block Eight (8),
all out of Dove Meadows, Section Two (2), a subdivision in Harris
County, Texas, according to the map of plat thereof recorded in Volume
Page , of the Map Records of Harris County, Texas.

AND WHEREAS, Precision Homes, Inc., will convey said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DOVE MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

~~FHA Form 1401~~
~~VX Form 20-8201~~
Rev. August 1968

lien 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 10. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type.

ARTICLE V

ASSOCIATE MEMBERSHIP

Section 1. Associate membership to the Association is and will be extended to all Lot owners in Dove Meadows, Sec 1 to the same extent and under the same terms and conditions as if such Lot Owners were a part of the properties as specified above. Such Lot Owners in Section 1 were intended to be included in this Association when such Section 1 was created however the restrictions of record on such Section 1 did not anticipate the creation of the Association in its present format. Section 1 Lot Owners, are by restrictions of record in the Office of the County Clerk for Harris County, Texas under file #D626758 as amended by #D638518, members of the Dove Meadows Community Improvement Association and are subject to an annual charge and assessment for maintenance of not to exceed One hundred twenty Dollars (\$120.00). There was a commitment made by the Builder-Developer which was Precision Homes, Inc., that certain community facilities would be provided, which by such commitment does entitle such Lot Owners to use public facilities as ~~originally~~ provided under this instrument, except that fees for such usage will apply to such Lot owners to the same extent as Lot Owners in Dove Meadows Sec 2.

Section 2. Additional Capital Improvements as provided in Section 4 of ARTICLE IV herein would in no way entitle Lot Owners of Section 1 to any benefits or usage except by agreement with such individual Lot Owners and the Association.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to conformity of external design and location in relation to surrounding structures and topography by the Board of Directors of the

Section 3. "Properties" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All or any part or parts of Reserve "E" out of Dove Meadows, Sec 2,
as designated by Declarant, initially and/or from time to time,
such Reserve "E" being the same reserve ^{as designated in recorded} referred to above.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to PRECISION HOMES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements 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 for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. 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 III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be the Declarant and 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, 1979, whichever occurs first.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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 a 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 obligations of the person who was the Owner of such property at the time when the assessment is 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 and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred twenty dollars (\$20.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

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

(c) The Declarant herein (Developer) will be assessed by the Association one-half (1/2) the sum to be paid by homeowners and only on lots improved for construction.

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

Section 4. Special Assessments for Capital Improvements. 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 each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Rev. August 1960

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 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 for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. 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

Representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a satisfactory manner as determined by Board of Directors, the Association, after approval of (2/3) vote of the Board of Directors, shall have the right, through its Agents and employees, to enter upon said parcel of Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. ~~Additional residential property and common area may be~~
Additional residential property and common area may be annexed to the properties with the consent of 2/3 of each class of membership; however, upon submission and approval by 2/3 of a general plan of the entire development, and approval of each stage of development such additional stages of development may be annexed by the Developer without such approval by the membership.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE IX

USE RESTRICTIONS

1. Said Lots shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars, nor less than two (2) cars.

2. As used herein, the term "residential purposes" shall be construed to expressly prohibit the use of said lots for duplex houses, garage apartments or apartment houses; and no lot shall be used for business or professional purposes of any type or kind, nor for any commercial or manufacturing purposes. No building of any type or character shall be moved onto any lot, residential or not, it being the intention that only new construction be erected and placed on said lots.

3. Any single story residence constructed on said lots must have a ground floor area of not less than 1200 square feet, exclusive of open or screened porches, terraces, driveways, patios and garages. Any residence of more than one story in height must have a ground area of not less than 1000 square feet, exclusive as stated in above, and must have a minimum of 1400 square feet total.

4. No residence shall have less than 51% masonry construction on its exterior wall areas, except detached garages may have wood siding of a type and design as approved by Board or Committee.

5. No window or wall type air-conditioners shall be permitted to be used, placed or maintained on any building structure, except a Sales Office.

6. No building shall be located on any lot nearer to the front lot line and/or street line than the minimum shown on recorded plat, with a 5 foot clearance from any interior lot line, except that a detached garage may be set with a 3 foot side clearance to any interior lot line provided it is set back from the front lot line a distance of at least 60 feet. No main residential structure will be erected any nearer than 15 feet from any rear lot line, garage excepted.

7. No residential lot shall be resubdivided, nor any residence erected on any lot having an area of less than 6,000 square feet unless such lot is so platted.

8. Easements for the installation and maintenance of utilities, etc., have been provided for, and are of record, and the entry and use of such easements by authorized persons shall not create a liability to them for any damage by them to shrubbery, trees, flowers or fences placed thereon by Lot Owners.

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

10. No cattle, rabbits, swine, horses, sheep, goats or other livestock of fowl shall be kept on any part of said property but this shall not prohibit the keeping of dogs or cats as personal pets, but the keeping of such pets shall be done in such a way that it does not create an annoyance or nuisance to adjoining lot owners.

11. No structure of a temporary character, whether trailer, tent, shack, barn, etc., shall be placed or maintained on any lot at any time as a residence, or for any other purpose, either temporarily or permanently.

12. No truck, trailer, automobile or other vehicle will be stored, parked or kept on any lot or in the street in front of the lot, unless such vehicle is in day to day use off premises and is not of a type which would create an annoyance or an eyesore; i.e. semi-trailer, van, tractor, etc.

13. No signs, billboards, posters or advertising devices of any character shall be erected on any residential lot, except that one sign of not more than ten (10) square feet advertising property for sale or rent will be permitted to be placed thereon by an owner. Original builder will be permitted to erect signs in excess of this limitation during the building construction and sales period but such signs or advertising device must be in good taste and in accordance with general practice.

14. No oil drilling or development operations, quarrying or mining operations of any kind shall be permitted on any lot, nor can any lot owner excavate or remove dirt from any such lot which would result in a pit or unsightly condition.

15. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. No lot shall be used for the storage of any materials which would create an eyesore for any period of time.

16. GARBAGE- Garbage, trash and other waste material shall be kept in sanitary containers with covers or lids to be picked-up by normal garbage collection system.

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand and seal this ___ day of _____ 1976.

ATTEST

PRECISION HOMES, INC.

Assistant Secretary

BY _____
President

Consented in

Arthur L. Stevens

THE STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on July 11, 1983, by HENRY R. WEGHAT, President of PRECISION HOMES, INC., a Texas corporation, for and on behalf of said corporation.

James Deller
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

James Deller
Name of Notary typed or printed

My commission expires: 11/1/84

THE STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on July 11, 1983, by J. DICKSON ROGERS, Secretary-Treasurer of MORTGAGE AND TRUST, INC., a banking corporation, for and on behalf of said corporation.

James Deller
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: _____
Name of Notary typed or printed

My commission expires: _____

FILED
JUL 23 1983

CLERK OF COUNTY CLERK
HARRIS COUNTY TEXAS

RECORDED
INDEXED
HOUSTON, TEXAS 77002

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument is a true and correct copy of the original as recorded in the public records of the County of Harris, Texas.

JUL 23 1983



Clara Anderson
COUNTY CLERK
HARRIS COUNTY TEXAS