DECLARATION OF KRISLAND CORP.

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KRISLAND CORP., a Texas corporation, the owner of the following described real property in Harris County, Texas;

Lots 1 through 26, both inclusive, in Block 1; Lots 1 through 23, both inclusive, in Block 2; through 6, both inclusive, in Block 3; through 28, both inclusive, in Block 4; through 42, both inclusive, in Block 5; Lots 1 Lots 1 Lots 1 through 42, both inclusive, in Block 6; through 76, both inclusive, in Block 7; through 42, both inclusive, in Block 8; through 8, both inclusive, in Block 9; Lots 1 Lots 1 Lots 1 Lots 1 Lots 1 and 2 in Block 10; Lots 1, 2 and 3 in Block 11; Lots 1 through 5, both inclusive, in Block 12; and

Non-Residential Reserve, containing 2.1967 acres;

All in CRANBROOK SECTION ONE, a Subdivision in Herris County, Texas, according to the plat thereof recorded in Volume 305 at page 50 of the Record of Maps of Harris County, Texas;

hereby declares that said real property, to the extent provided herein, shall be held, sold, transferred, and conveyed subject to the reserva-tions, covenants, obligations, assessments, liens, terms and provisions set forth below, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property.

ARTICLE 1

Definitions

SECTION 1.1. Definitions. The following words, when used in this Decla-ration, shall have the following meanings (unless the context clearly indicates otherwise):

- (a) "Developer" shall mean and refer to Krisland Corp., the declarant herein, and to any corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets.
- (b) "Subdivision Plat" shall mean and refer to the plat of Cranbrook Section One Subdivision recorded in Volume 102 of page 52 of the Record of Maps of Harris County, Texas.
- (c) "Subdivision" shall mean and refer to the land subdivided into numbered lots on the Subdivision Plat and to the Non-Residential Reserve (containing 2.1967 acres) shown on the Subdivision Plat.
- (d) "Lot" shall mean and refer initially to any of the 305 Lots shown "Lot" shall mean and refer initially to any of the 305 Lots shown on the Subdivision Plat, being the Lots described hereinabove in this Declaration. If a subdivision plat is hereafter filed for record by Developer in the Office of the County Clerk of Harris County, Texas, replating the area within any of the Lots, then, with respect to the replated area only, the term "Lot" shall thereafter mean and refer to any of the numbered lots shown on such subdivision plat. If building sites are created pursuant to Section 2.5, herein, the term "Lot" shall also thereafter mean and refer to any building cle so created. The term "Lot" mean and refer to any building site so created. The term "Lot" shall always cover and include all improvements on the Lot and all rights appurtenant to the ownership of title to the Lot.
- (e) "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence.

Return to: Krisland Corp. 340 Wellie Esperson Bidg. Houston, Texas 77002

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the first day of the calendar month after it becomes an Assessable Lot. The amount of the annual assessment on each Assessable Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual essessment on such Lot provided for in Section 7.3. hereof as the remaining number of months in that year bears to tweive, and shall be due and poyoble on the day such lot becomes an Assessable lot. After the first year, the annual assessment on such lot for each calendar year shall be due and payable on the first day of January in seld year. If a lot is assessed for all or part of a calendar year as an Assessable fot which is not a Fully Assessed Lot, and then during that an Assessable lot which is not a fully Assessed lot, and then during that calendar year said Lot becomes a Fully Assessed Lot, the increase in the annual assessment on such Fully Assessed Lot for the balance remaining in that calendar year (1) shall commence on the first day of the calendar month after it becomes a Fully Assessed Lot, (11) shall be that proportion of a full year's increase which the remaining number of months in that year bears to twelve, and 'ill' shall be due and peyable on the duy such Lot becomes a Fully Assessed Lot; and as provided above, thereafter the annual assessment on such Fully Assessed Lot for each calendar year shall be due and payable on the first day of January in said year.

SECTION 7.5. Duties of the Board of Directors. Subject to the criteria and limitations set out in Section 7.3., the Board of Directors of the Association shall determine the amount to be levied as the annual assess-ment against each Assessable lot for each calendar year. at least thirty (30) days in advance of the assessment period, and shall give written notice of the assessment to each Owner subject thereto. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Lots showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand, and for a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's Lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

SECTION 7.6. Effect of Non-Fayment of Assessment: the Lien: Remedies of the Association. If an assessment is not paid on the date it become due, such assessment shall thereupon become delinquent and, together with the interest thereon and cost of collection thereof hereinafter provided for, shall thereupon be secured by a continuing lien on the Assessable Lot against which the assessment was levied, including improvements thereon. which shall bind such property in the hands of the then Owner thereof, his which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall bear interest thereafter at the rate of ten per cent (102) per annum until it is paid, and the Association may bring an action at law to foreclose the lien securing the assessment, and there shall be added to the amount of such assessment all reasonable expenses of collection. including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit.

SECTION 7.7. Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the Lot subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, a foreclocure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclasure. Such sale or transfer shall not relieve such Lot from l'ability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above. the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other morignge. Hien or encumbrance, subject to such limitations, if any, as such Board may determine.

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- "Assessable Lot" shall mean and refer to ary Lot from and after (i) the date on which a Living Unit on such Lot is first occupied as a residence, or (ii) the date on which the FHA or VA guarantees a loan on one or more Living Units in the Subdivision, (1) whichever is the earlier date. Provided, a Lot shall not be considered an Assessable Lot prior to the date as of which paved public street access has been extended to such Lot and water and senitary sewer lines capable of serving a Living Unit on such Lot sentery sever these capable of serving a Living onit on such Lot have been extended to a point where the Owner of such Lot can connect thereto. Such point shall be within a street right of way adjoining such Lot, or within a utility easement adjacent to one side of such street right of way, or within a utility easement on or adjacent to such Lot. The cost of connecting to such lines shall be borne by the Owner of the Lot when the Owner elects to make such connection, and Developer shall have no responsibility in connection therewith.
- "Non-Residential Reserve" shall mean and refer to the Non-Residential Reserve, containing 2.1967 acres, as shown on the (g) Subdivision Plat.
- (h) "Fully Assessed Lot" shall mean and refer to any Lot on which a Living Unit has been constructed in which one or more persons are currently residing, or in which one or more persons have resided at any time in the past. Once a Lot becomes a Fully Assessed Lot, it shall remain a Fully Assessed Lot whether or not the Living Unit remains thereon and whether or not such Living Unit is occupied.
- (1) "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are currently residing.
- (J) "Owner" shall mean and refer to the record owner(s), whether one or more persons or entitles, of the fee simple title to any Lot, but shall not mean or refer to any person or entity holding only s lien, essement, mineral interest, or royalty interest bur-dening the title thereto.
- (x) "Association" shall mean and refer to the Cranbrook Property Owners Association, a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets. The initial Board of Directors of the Association assets. consists of Larry A. Strickland, Donald W. Suman, Jr., and Wm. G. Dwyer.
- (1) "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Fully Assessed Lot. "Member" whell also mean and refer to Developer until its membership terminates pursuant to the provisions of Section 5.2.
- "Meeting of Members" shall mean and refer to a meeting of Members duly called in the manner prescribed in the by-laws of the Association, of which notice shall have been sent to all Members (m) Association, of which holice shall have been sent to all memoers not less than thirty (30) days or more than sixty (60) days in advance of the meeting, stating the purpose(s) of the meeting, and at which a quorum shall be present. At the first Meeting of Members called to act on any matter(s) requiring a vote of Vembers by the provisions of this Declaration, the presence at We here a significant of the second the same matter(s), subject to the notice requirement mentioned

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above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent meeting is held more than sixty (60) days following the preceding meeting.

(n) "Community Properties" shall mean and refer initially to the Non-Residential Recorve, and the improvements thereon, save and except utility lines and cable television lines in, on, under or over the Non-Residential Reserve and appurtenances thereto. The Non-Residential Reserve and the improvements thereon, save and except said lines and appurtenances, shall be conveyed by Developer to the Association free of debt and liens before any Lot is conveyed to a home owner. If other properties, real or personal, are hereafter conveyed to or otherwise acquired by the Association, the term "Community Properties" shall thereafter also cover and include such other properties. also cover and include such other properties.

(o) "Architectural Control Committee" shall mean and refer to Larry A. Strickland, Donald W. Suman, Jr. and Wm. C. Dwyer, all of Marris County, Texas, and Uneir successors.

ARTICLE 11

Subdivision Plat; Eacements: Rights Reserved; Building Sites; Adjacent Property

SECTION 2.1. Subdivision Plat. All dedications, easements, limitations, restrictions, and reservations shown on the Subdivision Plat are incorpor-ated herein for all purposes, insofar as they relate to the Lots and the Non-Residential Reserve.

SECTION 2.2. Eascments. Developer hereby reserves the right to dedicate, convey or reserve easements over, on or under any part ... the land in the Subdivision for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer and/or other utility lines and facilities, and/or for cable television, at or prior to the time Developer parts with title to the land within the easement(s).

SECTION 2.3. Reservations. The title conveyed by Developer to any Lot by contract, deed, or other conveyance shall never be inlended, construed, or held to include the title to any of the Community Properties, and shall be subject to the easements referred to in Sections 2.1. and 2.2. Any system of utility lines and facilities constructed by Developer over, on, or under any such essement may be given, sold or leased by Developer to any public authority, utility company, or holder of a public Franchise.

Right to Subdivide or Resubdivide. Friar to the SECTION 2.4. Developer parts with title thereto, Developer shall have the right (but shall never be obligated) to sublivitle or rocubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in the Subdivision, except the Non-Residential Reserve; provided, during any period of time that there is an outstanding loan on a Living Unit in the Subdivision guaranteed by the FHA or the VA, no such action shall be taken without the consent of such guarantor(s).

SECTION 2.5. Building Sites. With the written approval of the Archi-tectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site,

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upon being designated as such by the Owner(z) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration.

SECTION 2.6. No Obligation as to Adjacent Property. The Subdivision is a part of a larger tract or block of land which is now owned by Developer and/or which Developer may hereafter acquire. While Developer may and/or minch Developer may hereafter acquire. While Developer may subdivide other portions of such property, or may subject the same to a declaration such as this Declaration, Developer shall have no obligation to do so, and if Developer elects to do so, any subdivision plat or declaration executed by Developer with respect to any of such other property may be the same as or similar or dissimilar to any subdivision plat covering the Subdivision, or any part thereof, or to this Declaration. Same of the tracts shown as "Acreage" on the Subdivision Plat are a part of the other property reference to in this Section 2.5 the other property referred to in this Section 2.6.

ARTICLE 111

Architectural Control Committee

SECTION 3.1. Tenure. The persons named in Subsection 1.1.(o) as members of the Architectural Control Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association have Living Units thereon occupied as residences, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by Use Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee the remaining person(s) serving on the Architectural Control Committee shall designate a sucserving on successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may designate someone serving on the Architectural Control Committee to act for it. No person serving on the Architectural Control Committee shall be entitled to compensation for services performed purpuent to this Article III. However, the Architectural Control Committee may employ on a province architectural control Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Architectural Control Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Architectural Control Committee.

SECTION 3.2. Approval of Plans. No buildings or other improvements, including driveways, sidewalks, drainage facilities, landscaping, renews, walks, fountains, statuary, outdoor lighting and signs, shall be com-menced, constructed, erected, placed, or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until the plans and specifications therefor, together with a site plan showing the location of all improvements (both existing improvements, if any, and the improvements covered by the plans and specifications) with reference to property lines, building lines and ensements, have been submitted to and approved in writing by the Architectural Control Com-mittee. The plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee Fails to approve or disapprove the plans and specifications within ten (10) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 3.2. will be deemed to have been fully complied with.

Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement. Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks; driveway access to adjacent streets; the location, height and extent of fences, walls, or other screening devices; and the orientation of

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structures with respect to streets, walks, and structures on adjacent property. The Architectural Control Committee shall have full power and property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction require-ments or architectural design requirements or that might not be com-patible, in its judgment, with the overall character and aesthetics of the Subdivision.

SECTION 3.3. Approved Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced in the Subdivision until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within ten (10) working days after his name is submitted to it, approval will not be required, and the provisions of this Section 3.3. will be deemed to have been fully complied with.

SECTION 3.4. Errors and Omissions. Any errors in or omissions from the plans and specifications or the site plan submitted to the Architectural Control committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Architectural Control Committee shall have no obligation to check for errors in or omissions from any such plans and specifications or site plan, whether the same relate to lot lines, building lines, easements or otherwise.

ARTICLE IV

Restrictions

SECTION 4.1. Use Restrictions: Living Unit: Garage/Carport. Except for the easement rights elsewhere recognized in this Declaration, the Lots and the Non-Residential Reserve shall be used for the following purposes only:

- Each Lot shall be used only for a Living Whit and a private garage or carport, and no Lot shall be used for business or professional purposes of any kind. With each Living Unit there shall be an attached or detached enclosed garage unless the Architectural Control Committee agrees in writing to (i) the substitution of a carport for a garage, or (ii) the complete elimination of the garage requirement. The Architectural Control Committee shall have the right to specify a minimum length and width for the garage or carport to be constructed on any Lot. No outside wall of a garage, other than the wall facing the back line of the Lot on which the garage is situated, shall contain any window or other opening except doors and windows in doors.
- (h) The Non-Residential Peserve shall be used only for recreational facilities, parking, landscaping and other surposes deemed by the Association to promote the enjoyment, convenience, safety and welfare of the Members.

SECTION 4.2. Driveways. The Owner of each Lot shall construct and maintain at his expense a driveway from his garage or carport or residence to an abutting street, including the portion in the street essement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. In the case of a corner Lot, the Architectural Control Committee may require that the driveway access be limited to the street on which the Lot faces or the street on which it sides.

SECTION 4.3. Height and Size Requirements. No building or Living Unit in the Subdivision shall exceed in height two (2) stories or twenty-four (24) feet, measured from the finished grade of the building site. A Living Unit shall contain not less than 1,000 square feet of living area, unless the Architectural Control Committee grants a variance in writing. All computations of living area shall be exclusive of open or screened porches,

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terraces, pation, driveways, carports and/or garages. Measurements shall be to the face of the outside walls of the living area.

SECTION 2.4. Building lines.

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- (a) No improvement (i) shall be placed or built on any lot nearer to its front line or either of its side lines than the building set-back lines therefor specified on the Subdivision Plat, or (11) shall encroach on any easement shown on the Sublivision Plat.
- Unless the Architectural Control Committee grants a variance in writing, no building shall be located meaner than five feet (5') to an interior line of a lot, except that a parage or carport located seventy feet (70°) or more from the front line of a Lot may be located as near as three feet (j°) to an interior side line of such lot.

SECTION 4.5. Type of Construction. All buildings, structures, and other improvements erected, altered, or pleced in the Subdivision shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shark, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or premanantly. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish or construction of any light shall be at less the exterior finish or construction of any Living Unit shall be at least fifty-one per cent (51%) brick, stone, or other masonry. In computing such percentage, roof areas shall be excluded, but garages, porches, and other structures attached to the Living Unit shall be included.

SECTION 4.6. Fencing. Unless the Architectural Control Committee grants a variance in writing, there shall be no chain link fencing on any Lot.

SECTION 4.7. Sidewalks. Before the residence constructed on any Lot is completed, the Owner shall construct in the adjacent street right's' of way a concrete sidewalk four feet (4') in width parallel to the street curb and two feet (2^{\prime}) away from the Lot line. The sidewalk shall extend along the entire common boundary between the Lot and the adjumul street right(s) of way. In the case of a corner Lot, the front and side sidewalks shall each extend to the street curb, and there shall be a down ramp at each curb if required by any governmental law, rule or regulation applicable thereto.

SECTION 4.8. Cas Appliances. The residence constructed on each Lo: shall contain, as a minimum, both gas water heating and gas central comfort heating appliances unless the Architectural Control Committee agrees to the contrary in writing. In the event the residence on any lot does not contain such appliances, and the absence thereof subjects Developer to any contain such appliances, and the absence thereof subjects Developer to any liability to any gas utility company pursuant to an agreement made by Developer to encourage such gas utility company to furnish gas service to the Subdivision, or any part thereof, then and in that event, whether or not the Architectural Control Committee has consented to the absence of such gas appliances, the Owner of such ini shall be obligated to compensate and reimburse Developer for the amount of such liability.

SECTION 4.9. Mailboxes, House Numbers, Etc. Mailboxes, house numbers and aimiler matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

SECTION 4.10. TV and Padlo Antennas. Without the prior written authori-zation of the Architectural Control Committee, no television or radio antenna of any sort shall be placed, allowed, or maintained outside a Living Unit or on the exterior of any building or other improvement located on a lot, unless the antenne is not visible from the street on which the Lot faces or sides.

SECTION 4.13. Gress and Trees. The Owner of each lot, as a minimum, shall spot sod or sprig with grass the area between his Living Unit and the curb

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line(s) of the abutting street(s), and shall plant in the name area at least one tree having a minimum diameter of two inches (2") at a height twelve inches (12") above finished grade, or other landscaping which the Architectural Control Committee determines is equal or better.

SECTION 4.1.2. Vehicular Sight Lines. No fence, wall, tree, hedge or planting shell be maintained in the Subdivision in such manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety.

SECTION 4.13. Signage. No billboards or other signs may be erected in the Subdivision without the prior written consent of the Architectural Control Contaittee. In no event shall the use of flags or banners be permitted in the promotion or sale of any living Unit in the Subdivision, except that flags or banners approved by the Architecture) Control Committee may be used at model homes or offices of builders.

SECTION 4.14. Vehicles. Equipment and Machinery. No boat, trailer, camping unit, bus, truck, or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots, except that (1) during the construction, renovation, repairing or removal of improvements on a Lot, necessary vehicles may be parked thereon for and during the time of necessity therefor, and (11) this restriction shall not apply to auto-mobiles and pick-up trucks in good repair and attactive condition, or to vehicles approxed by anyone engaged in delivering installing reaching. vehicles operated by anyone engaged in delivering, installing, repairing, servicing, or removing appliances, furniture or other personal property for the occupant of the Living Unit on the Lot.

SECTION 4.15. Trash. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall place all such prohibited matter in sanitary refuse containers with tight fitting lids. The containers shall be kept in an area adequately screened by planting or fencing, or in some other appropriate manner, so an not to be seen from neighboring Lots or adjacent streets, except that the Owner of each Lot shall place his container(s) near the curb in front of his readdence on garbage pick-up days to facilitate the collection thereof. Any auch prohibited matter which the garbage pick-up service will not handle shall be removed from the Subdivision by the Owner of the Lot at his expense.

SECTION 4.16. Nuisances. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the Subdivision, and no Gwner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is horeby authorized to determine what constitutes a violation of this restriction.

SECTION 4.17. Mainterance of Lots, Improvements and Landscaping. The Owner of each lot shall maintain the same, and the improvements, treer, hedges, and plantings thereon. In a next and attractive condition. The Association shall have the right, after ten (10) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already Association, provide at the end of much time such attain as not already been taken by such Owner, (1) to mow the grass thereon, (11) to remove any debris therefrom, (111) to trim or prime any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repeir or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and altractive condition consistent with the intention of this Declaration. The person who is the record owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work. within ter (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten per cent

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(101) per annum, and to pay any attorneys' fees and court costs incurred by the Association in collecting said obligations, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon.

SECTION 4.18. Outside Airing and Drying. No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots.

SECTION 4.19. Construction Hours. Except in an emergency or when other unusual circumstances exist, as determined by the Doard of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 6:00 A.M. and beform 9:00 P.M.

SECTION 4.20. Animals. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in the Subdivision except that dogs, cats, or other common household pets (not to exceed a total of three sdult animals) may be kept by the Owner of any Living Unit, provided they are not kept for any conmercial purpose.

SECTION 4.21. Utility Lines and Facilities. All electrical, telephone and other utility lines and facilities which (1) are located on a Lot, (11) are not within or a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Outside lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

An underground electric distribution system will be installed in the Subdivision, which underground service area embraces all Lots in the Subdivision. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point of attachment to be made available by the electric company at point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop is the property between the meter of the second and with the second actual second (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 the residence constructed or such Owner's Lot. For so long as underground service is maintained in the Subdivision the electric service to each Living 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 U.e Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided), upon conduits, where applicable, and except as nereinaliter provided), upon Developer's representation that the Subdivision is being developed for single family dwellings which are designed to be permanently located where originally constructed (such category of dwellings expressly excludes mobile homes), which are built for sale, and which are wired so as to provide for separate metering to each dwelling unit. Should the plans of Lot owners in the Subdivision be changed so as to permit the erection therein of any mobile home, the 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 Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve the Subdivision, or (b) the Owner of such Lot, or the applicant for service to any mobile home, shall pay to

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the company the sum of (1) \$1.75 per front lot foot, it having been agreed that much amount reasonably represents the excess in cost of the that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

SECTION 4.22. Drilling. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind. no oll, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, ratural gas, minerals or water shall be erected, maintained or permitted in the Subdivision.

SECTION 4.23. Sewage. No privy, cesspool or septic tank shall be placed or maintained in the Subdivision.

SECTION 4.24. Sales Facilities. Notwithstanding the foregoing provisions of this Article IV, Developer and its permittees shall have the exclusive right to erect, place, and maintain on their respective properties in the Subdivision such facilities (including but not limited to, offices, atorage areas, model units, and signs) as in Developer's sole discretion may be necessary or convenient to improve and/or sell properties in the Subdivision Subdivision.

ARTICLE V

Membership and Voting Rights in the Association

SECTION 5.1. Membership. The Owner of each Fully Assessed Lot, during the period of his ownership, shall automatically be a Member. Membership shall be appurtenant to and may not be separated from ownership of a fully Assessed Lot. Developer, whether or not it is the Owner of : Fully Assessed Lot, shall also be a Member until its membership terminates pursuant to the provisions of Section 5.2. below.

SECTION 5.2. Voting Hights. The Association shall have the following class or classes of voting membership with the following rights:

Assessed to an an end of the control of the owner of a Fully Assessed Lot consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Fully Accessed Lot.

<u>CLASS 8:</u> Developer shall be the sole Class B Member, and by virtue of such membership, shall be entitled to three (3) votes in the Association for each Lot ewned by Developer. The Class B membership shall terminate at Midnight on December 31, 1986, or when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, whichever occurs earlier.

ARTICLE VI

Property Rights in the Community Properties

SECTION 6.1. Members' Rights. Subject to the provisions of Section 6.2. each Member shall have a common right and easement of enjoyment in the Community Properties jointly with all other Members, and such right and easement shall be appurtenant to and shall pass with the title to each Fully Assessed Lot.

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SECTION 6.2. Limitations on Members' Pights; and Rights of Association. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in Article II, and shall also be subject to the following rights of the Association (which may be exercised by the officers of the Association when so authorized by its Board of Directors):

- (a) The Association shall have the right to borrow money and to mortgage the Community Properties, or any part thereof.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpeld.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) The Association shall have live right to assess and collect the assessments provided for herein and to charge reasonable admis-sion and other fees for the use of any recreational facilities which are a part of the Community Properties, such as (but not limited to) a separate charge for the use of swimming facilities or tennis facilities.
- (c) The Association shall have the right to dedicate or convey all or The Association shall have the right to decide of the station of the community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedi-cation or conveyance shall be effective unless an instrument agreeing to such dedication or conveyance signed by two-Unirds (2/3) of each Class of Members with voting privileges has been recorded.
- (g) The Association shall have the right to rent or lease any part of the Community Properties.
- (h) The Association shall have the right to extend the enjoyment of its recreational facilities to persons other than Members, on such terms and for such consideration as the Board of Directors of the Association shall determine.

SECTION 6.3. Delegation of Use. Any Member may delegate, in accordance with the by-laws of the Association, his right of enjoyment in the Community Properties to the members of his family, his tenants, or contract purchasers who reside on his Lot.

APTICLE VII

Assessments and Lien Therefor: Books

SECTION 7.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Assessable Lot owned by it, hereby covenants, and each Owmer of an Assessable lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, and whether the Lot is an Assessable Lot at the time of the deed or other conveyance or becomes an Assessable Lot

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thereafter, shall be deemed to covenant and agree to pay to the Association annual assessments fixed, established, and collected from time to time ar hereinafter provided, together with such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligation of the person who is the Comer of such Lot at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such Lot. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

SECTION 7.7. Purpose of Assessments. The assessments levied by the Association shall be used exclusively (11 to improve, beautify, manage, operate, care for, maintain, repair and replace the Community Properties, (11) to pay taxes and insurance premiums on the Community Properties, and (111) to promote the recreation, health, safety, enjoyment and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, providing garbage and rubbish pickup, enforcing the provisions contained in this Declaration, employing one or more architects, engineers, attorneys, or other consultants to assist the Architectural Control Committee and the officers and directors of the Association in performing their respective duties and authority, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Community Properties or for the Association being final as long as made in good faith and in accordance with the by-laws of the Association and governmental laws, rules and with the by-laws of the Association and governmental laws, rules and

SECTION 7.3. Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Lots to obtain funds reasonably anticipated to be needed for the purposes stated in Section 7.4., including reasonable reserves for contingencies and for capital 'mprovements, replacements, and repairs; provided, the annual assessments shall be levied on a uniform hasis as follows:

- (e) The amount of the annual assessment for each Sully Assessed Lot shall not exceed \$144.00, except that for uny calendar year after the calendar year 1982, the Association may increase said maximum amount of the annual assessment for each Fully Assessed Lot, but if any such change increases the maximum amount which can be assessed against each Fully Assessed Lot to more than 1105 of the amount assessed in the preceding calendar year, the change must be approved by two-thirds (2/1) of the votes cast by each Class of Members with voting privileges at a Meeting of Members.
- (b) The amount assensed each year egainst each Assessable Lot other than a Fully Assessed Lot shall be one-half (1/2) of the amount assessed for that year against each Fully Assessed Lot.
- (c) Subject to the other provisions hereof, (i) the amount of the annual assessment for each Fully Assessed Lot for each calendar year shall be the same as the annual assessment for each of the other Fully Assessed Lots for that calendar year, and (ii) the amount of the annual assessment for each Assessable Lot other than a Fully Assessed lot for each calendar year shall be the rame an the annual assessment for each of the other Assessable Lots other than Fully Assessed Lots for that calendar year.

SECTION 7.4. Commencement of Annual Assessments: Die Dates. The annual assessments provided for herein shall commence on each Assessable Lot on

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APR 1 5 1992 ANITA RODEHEAVER COUNTY CLERK HARRIS, COUNTY TEXAS By MILLIA CHINC Deputy STEPHEN I. JUNE SECTION 7.8. Exempt Property. The Assessments and liens created in this Article VII shall apply only to the Assessable Lots, and the remainder of the property in the Subdivision shall not be subject thereto or entitled to the rights granted to Members in Article VI.

SECTION 7.9. Books. The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time.

ARTICLE VIII.

Garbage and Rubbish Pickup

SECTION 8.1. Pickup Service. If the assessments provided for in Article VII above are not used to cover the cost of garbage and rubbish pickup for the Occupied Lots, and if such service is not being supplied by a governmental entity, then the Association shall contract for garbage and rubbish pickup service on behalf of all Occupied lots and charge or have the garbage contractor charge the Owner of each such Occupied Lot for his prosent there of the cost theread the owner of each such Occupied Lot for his prorate share of the cost thereof, such prorate share to be determined by dividing the number of Occupied Jots being served into the lotal cost of such garbage and rubbish pickup service. Payment for such service may be or a monthly, quarterly, or semi-annual busis, at the discretion of the Board of Directors of the Association, and may be made payable in advance.

SECTION 8.2. Effect of Non-Payment of Gargage Charge: The Lien: Remedies of Association. If a parbage charge for any billing period (whether monthly, quarterly, or semi-annually) is not paid on or before the first day of the billing period, or within ten (10) days after notice thereof is malled to the Owner of the focupied Lot to be charged, whichever is the later, the garbage charge shall beer interest thereafter at the rate of ten per cent (10%) per annum until psid. The garbage charge and any interest thereon shall be the personal obligation of the Owner of the Occupied int receiving shall be the personal obligation of the Owner of the Occupied lot receiving the garbage service (but not of such Owner's successors in title unless expressly assumed by them), and shall be secured by a continuing lien on such Occupied Lot, including improvements thereon, which shall be binding on such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. The Asso-ciation may bring an action at law to foreclose the lien securing the garbage charge and there shall be added to the amount of the garbage charge the interest thereon and all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit. At the discretion of its Board of Directors, the Association may discontinue garbage service to any Occupied Lot which is in default hereunder, until all amounts in arrears, including the interest called for herein, have been paid in full.

SECTION 9.3. Subordination of Lien to Mortgager. With respect to each Occupied Lot, the lien provided for in Section 2.2, shall be subordinate to the same liens to which the assessment provided for in Article VII is subordinate pursuant to the provisions of Section 7.7., and may be subordinated to any other lien by the Association, in the discretion of its Board of Directors.

ARTICLE IX

Extension of Declaration to Additional Land

SECTION 0.1. Additions to the Subdivision. Notwithstanding the provisions of Section 10.2., and notwithstanding any other provision in Articles 1 through Y of this Declaration to the contrary, and althout the Joinder, consent, wate or approval of the persons and parties who are then Members of the Association and/or Owners of lots under this Declaration, or anyone else (except as provided in Article XI), Developer shall have the right and ontion (but not the obligation or duty), at any time or from time to time

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12568 C. 64 THE REPORT OF 52 005-99-0257 3 between the date of this Declaration and December 31, 1987, to file for record in the Office of the County Clerk of Harris County, Texas an Amendment to this Declaration which: 語が低い (a) Expands the definition of "Subdivision Plat" herein so that it covers and includes not only the subdivision plat(s) then covered by said definition but also the recorded plat(s) of one 1. 2 or more additional subdivisions, expands the definition of "Subdivision" herein so that it covers and includes not only the 14. land then covered by said definition but also all or any part of the land subdivided into numbered lots in the piat(s) of said additional subdivision(s), and/or expands the definition of in the first sentence of Subsection 1.1.(d) hereof so "Lots" that it covers and includes not only the Lots then covered by said definition but also (i) the numbered lots shown on the plat(s) of said additional subdivision(s) and/or (ii) one or more tracts described by metes and bounds in said Amendment and designated therein as residential lots. After the filing for record of any such Amendment. The provisions of the second, third and fourth sentences of Subsection 1.1.(d) hereof shall apply not only to the Lots to which such provisions previously applied but also to the Lots which become such pursuant to such Amendment: (h) Makes such additional Lots subject to the reservations, cove-5 nants, obligations, assessments, liens, terms and provisions set forth in this Declaration, except that said Amendment may change the requirements relating to garages on said additional Lots from those specified in Section 4.1. of this Declaration, may change the minimum size requirements for the Living Units on 1 esid additional Lots from those specified in Section 4.3. of this Declaration, and may change or eliminate any of the build-ing lines for said additional Lots from those specified in Sub-section 4.4.(b) of this Declaration; 1 Crants to such additional Lots and the Owners thereof the (c) 124 benefits of this Declaration; and 101 Sets forth any additional restrictions which Developer wishes to A - Edite impose on said additional lots. Each such Amendment shall be executed by Developer, and shall be effective as an Amendment to this Declaration from and after the date it is filed for record in the Office of the County Clerk of Harris County. Texas, and all rights and obligations accruing therefrom shall commence and be measured as of and from said filing date. ŝ 3 SECTION 9.2. Limitation on Number of Additional Lots. The Amendments to this Declaration referred to in Section 9.1. above shall add, in the aggregate, not more than an additional 1200 Lots to the 305 Lots originally covered by this Declaration, all of which shall be within the boundaries of 10.00 that portion of the John Bryan Survey, Abstract 159, Harris County, Texas, lying southwest of Kuykendahl Road. ARTICLE X General Provisions SECTION 10.1, Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying one or more Lots or the Non-Residential Reserve, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall

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be subject to the terms and provisions of this Declaration.

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SECTION 10.2. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association and recorded in the Office of the County Clerk of Harris County, Texas, when approved in writing by (1) the Owners of ninety per cent (90%) of the Lots in the Subdivision if the amendment occurs within twenty (20) years after In the Stokinston if the amenament occurs within twenty (20) years after the date of this Declaration, or (1) the Owners of seventy-five per cent (755) of the Lots in the Subdivision if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

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SECTION 10.3. Duration. This Declaration shall remain in full force und SECTION 10.3. Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Harris County. Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Owners of three-fourths (3/4) of the Lots in the Subdivision has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

SECTION 10.4. Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Subdivision, and shall inure to the benefit of and be enforceable by Developer, the Association, or the Owner of any lot, and by their respective logal representatives. heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien created by this Declaration, and failure of Developer, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 10.5. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 10.6. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 10.7. Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only end shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 10.8. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Developer and the Association and their respective successors and assigns.

ARTICLE XI

FHA/VA Approval

As long as there is Class B membership in the Association, the following sctions will require the prior approval of the FKA or the VA if they have a loan guarantee outstanding on any property in the Subdivision: an addition to the Subdivision; a transfer of the Association's assets to a successor corporation by merger, consolidation or conveyances of assets; a conveyance to or acquisition by the Association of additional land as a part of its Community Properties: the execution of a mortgage covering all

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ANITA RODEHEAVER COUNTY CLERK HARRIS COUNTY, TEXE By______ Uni Deputy STEPHEN I. JUNE

005-99-0259 or any part of the Community Properties; the exercise by the Developer of the rights reserved by it in Section 2.4.; and/or an amendment to or termination of this Declaration. As long as there is Class B membership in termination of this bedieration. As long as there is Class B membership in the Association, if the FLA or the VA has a loan guarantee outstanding on any property in the Subdivision, the Architectural Control Committee shall not have the right to grant a variance from any of the requirements or restrictions contained in this Declaration without first giving thirty (30) days priof written notice to the one or both of them with a loan guarantee outstanding as to the variance under consideration, and if within thirty (30) days after receipt of said notice the FLA or the VA Ş 47 ē, notifies the Architectural Control Committee in writing that it objects to the proposed variance, the variance shall not be granted by the Archi-tectural Control Committee. The provisions of this Article XI shall terminate when the Class B membership in the Association terminates. IN WITNESS WHEREOF, this Declaration is executed this the _20th day of ., 1982. Jamiary. 1 TIEST KRISLAND CORP. 115 attucks By: La 271 r Secretary larry A. Strickland, President 2 THE STATE OF TEYAS 6 COUNTY OF. HAPRIS 5 - 20 BEFORE ME, the undersigned authority, on this day personally appeared Larry A. Strickland, President of Krisland Corp., a 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, in the capacity stated, and 6 12 as the act and deed of said corporation. 52 Kathryn A. bellon Notary Public in and for Harris County, Texas KATHRYN A. JACKSON Notary Public In and for the State of Texas My Commission Expires April 13, 1985 8 BTATE OF TIXAS Gut Augunt the Jay 79 day storad at the state . n.J FILED JAN 2 9 1987 Int bu -16-Git Lucie ž COUNTY CLERK. HARRIS COUNTY, TOUS Ĩ

ANY ANAPOLICYS HEFEIN WHICH RESTRICTS DY SALE ARMAL OR USE OF THE DESCRIPTED REAL FYSYSTAT WEAVE OF COUNTOR RACK IS INVALID AND UNERFOREALE UNDER RESTRICT, LAW, THE STATE OF TEXAS COUNTY OF HARRIS The souve is a hull their and correct photographic coopy of the original record new in my tanked costody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm and having Microfilm identification Number as stamped thereon. I hereby textily on



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