

E552173

DECLARATION OF COVENANTS AND RESTRICTIONS  
GREENGATE PLACE, SECTION THREE

THIS DECLARATION, made on the date hereinafter set forth by TREASCHWIG ASSOCIATES, a Joint Venture composed of T. M. C. FUNDING, INC., and ATLAS REALTY COMPANY, both Texas corporations, hereinafter referred to as "Treaschwig";

W I T N E S S E T H:

127-17-2556

Treaschwig Associates, a Joint Venture, the owner of the following described property in Houston, Harris County, Texas:

THE PROPERTY DESCRIBED IN ITEM ONE (1) OF EXHIBIT "A" ATTACHED HERETO, WHICH EXHIBIT "A" IS INCORPORATED HEREIN AS IF COPIED AT THIS PLACE, WORD FOR WORD, FOR ALL PURPOSES.

hereby declares that the real property in Greengate Place, Section 3 (as such term is hereinafter defined), to the extent provided herein, shall be held, sold, transferred, and conveyed subject to the reservations, 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 I

DEFINITIONS

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

- (a) "Treaschwig" shall mean and refer to Treaschwig Associates, a Joint Venture, the declarant herein, and to any entity which succeeds to all or subsequently all of its assets by any merger, consolidation, or conveyance of assets.
- (b) "Greengate Place, Section 3" shall mean and refer to the property described in Exhibit "A" attached hereto.
- (c) "Lot" shall mean and refer initially to any of the one hundred thirty-nine (139) numbered lots in Greengate Place, Section 3, being the lots described in Item One of the attached Exhibit "A" and, also, to any of the tracts described in Items Two through Four of the attached Exhibit "A".

If a Subdivision Plat is hereafter filed for record by Treaschwig in the Office of the County Clerk of Harris County, Texas, replatting the area within any of the Lots, then, with respect to the replatted 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 2.6 herein, the term "Lot" shall also thereafter mean and refer to any building site so created.

- (d) "Living Unit" shall mean and refer to any improvements in Greengate Place, Section 3, which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.
- (e) "Detached Residence" shall mean and refer to a Living Unit no side wall of which is on a side boundary line of the Lot upon which such Living Unit is situated.
- (f) "Association" shall mean and refer to the Greengate Place Homeowners 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.

127-17-2557

- (g) "Assessable Tract", shall mean and refer to any Lot in Greengate Place, Section 3, and to any lot out of property other than Greengate Place, Section 3, if such lot is subjected by Treaschwig to the jurisdiction of the Association and impressed by Treaschwig with an assessment equivalent to the assessment imposed by Article V hereinbelow. Provided, no Lot in Greengate Place, Section 3, shall become an Assessable Tract until the earliest date on which (i) A Living Unit on any Lot in Greengate Place, Section 3, is occupied as a residence or (ii) the FHA or the VA guarantees a loan on one or more Living Units in Greengate Place, Section 3; and further provided that no lot out of property other than Greengate Place, Section 3, which is subjected by Treaschwig to the jurisdiction of the Association and is impressed by Treaschwig with an assessment equivalent to the assessment imposed by Article V hereinbelow, shall become an Assessable Tract until the earliest date on which either (i) improvements on any lot within such property are occupied as a residence or (ii) the FHA or VA guarantees a loan on one or more residences on such property. At such time as one Living Unit on a Lot in Greengate Place, Section 3, or on a lot located within other property subsequently subjected by Treaschwig to the jurisdiction of the Association, is occupied as a residence, or the FHA or the VA guarantees a loan on one or more residence on a Lot in Greengate Place, Section 3, or on a Lot in such other property, whichever occurs earliest, all of the Lots in Greengate Place, Section 3, or all of the Lots in the property subsequently subjected by Treaschwig to the jurisdiction of the Association, whichever is the case, shall automatically become Assessable Tracts.
- (h) "Owner" shall mean and refer to the owner(s), whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.
- (i) "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 Assessable Tract.
- (j) "Community Properties" shall mean and refer to any properties, real or personal, hereafter conveyed to or otherwise acquired by the Association. References hereinafter made to "Community Properties" shall mean such properties whenever acquired by the Association.
- (k) "Properties" shall mean and refer to that certain property described on Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (l) "Architectural Control Committee" shall mean and refer to Lawrence Boudioche, Charles A. Beyer, and Daniel W. Fults, Jr., all of Harris County, Texas, and their successors, who shall act as the Architectural Control Committee.
- (m) "FHA" shall mean and refer to the Federal Housing Administration.
- (n) "VA" shall mean and refer to the Veterans Administration.
- (o) "Collector Street" shall mean and refer to Bridgegate Drive, Highlandgate Drive, Coachgate Drive, Sunnygate Drive, Forestgate Drive, Coveredgate Drive, Fallengate Drive, Lynngate Drive and Fallengate Court, as shown on the Greengate Place, Section Three, Plat, irrespective of any change in the names thereof.
- (p) "Cul-de-Sac Street" shall mean and refer to Fallengate Court and Coveredgate Drive, as shown on the Greengate Place, Section Three, Plat, irrespective of any change in the names thereof.
- (q) "Fenestration" shall mean and refer to a door, window, or other opening in a wall of a building.
- (r) "Greenways" shall mean and refer to any of the areas designated as such on the plat of Greengate Place, Section 3, if any.

ARTICLE III

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

SECTION 3.1 - MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3.2, every Member shall have a common right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Assessable Tract.

SECTION 3.2 - EXTENT OF MEMBERS' EASEMENTS. 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 Treaschwig or others as referred to or provided for in Article II, and shall also be subject to the following rights of the Association:

- (a) The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties upon approval by two-thirds (2/3rds) of the votes cast by each Class of Members at a Meeting of Members. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the Members, except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonably wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure sale purchaser, and interest thereon at the rate of ten per cent (10%) per annum, shall be satisfied or recovered, whereupon the possession of such properties shall be returned to the Association and all rights hereunder of the Members shall be fully restored.
- (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 unpaid.
- (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 the right to assess and collect the assessments provided for herein.
- (f) Upon approval by two-thirds (2/3rds) of each class of members, the Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of members.
- (g) The Association shall have the right, but not the obligation, to contract, on behalf of all Assessable Tracts, for garbage and rubbish pickup and to charge the Owner of each Assessable Tract for his pro rate share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup and such cost to be in addition to, should the Association so elect, the assessments described in Article V hereof.

127-17-6559

ARTICLE II

SUBDIVISION PLAT; EASEMENTS; RIGHTS  
RESERVED; BUILDING SITES; ADJACENT PROPERTY

SECTION 2.1 - SUBDIVISION PLAT. All dedications, easements, limitations, restrictions, and reservations shown on the Greengate Place, Section 3, Plat are incorporated herein for all purposes, insofar as they relate to Greengate Place, Section 3.

SECTION 2.2 - EASEMENTS. Treaschwig hereby reserves easements and rights-of-way to construct, maintain, repair and operate a system or systems of electric light and power, telephone, telegraph, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities over, on, and under the Community Properties. Further, Treaschwig reserves the right to dedicate or convey specific easements over, on, or under any part of the Community Properties for any or all of said systems, and the right to reserve, dedicate, or convey additional easements in any other part of Greengate Place, Section 3, for streets and/or any or all of said systems at or prior to the time Treaschwig parts with title thereto.

SECTION 2.3 - LIABILITY. No municipal authority using any dedicated public utility easement over, on, or under the Community Properties shall ever be liable for any damages done by them to fences, trees, shrubbery, plants, landscaping, or other improvements situated on the land covered by said easement except to the extent any such municipal authority may have agreed otherwise with Treaschwig or has a standard practice of remedying or repairing such damage. If any such damage is occasioned by operations of a municipal authority, then, to the extent such damage is not remedied or repaired by the municipal authority in accordance with its standard practice or its agreement with Treaschwig, such damage shall be remedied or repaired by the Association at its expense. If any damage to fences, trees, shrubbery, plants, landscaping, or other improvements situated on the Community Properties is occasioned by operations of any party other than a municipal authority, such damage shall be remedied or repaired by the party causing same at its expense.

SECTION 2.4 - RESERVATIONS. The title conveyed by Treaschwig to any Lot by contract, deed, or other conveyance shall never be intended, construed, or held to include the title to any of the Community Properties, any of the easements referred to in Sections 2.1 or 2.2, or any improvements at any time located over, on, or under the Community Properties or any such easement, and title to all of the same shall be considered as excluded from any such conveyance, except to the extent that any of the same are specifically referred to in the instrument of conveyance and are stated therein to be conveyed thereby. Any system of utility lines and facilities constructed by Treaschwig over, on, or under any such easement may be given, sold, or leased by Treaschwig to any public authority, utility company, or holder of a public franchise.

SECTION 2.5 - RIGHT TO SUBDIVIDE OR RESUBDIVIDE. Treaschwig shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in Greengate Place, Section 3.

SECTION 2.6 - BUILDING SITES. With the written approval of the Architectural Control Committee, a Living Unit may be constructed on any combination of Lots or portions of Lots having (i) a width at the building line of not less than the narrowest width at the building line of any Lot shown on the Greengate Place, Section 3, Plat, and (ii) an area of not less than the area of the smallest Lot shown on the Greengate Place, Section 3, Plat.

SECTION 2.7 - NO OBLIGATION AS TO ADJACENT PROPERTY. Greengate Place, Section 3, is part of a larger tract or block of land owned by Treaschwig. While Treaschwig may subdivide other portions of its property, or may subject the same to a Declaration, Treaschwig shall have no obligation to do so, and if Treaschwig elects to do so, any Subdivision Plat or Declaration executed by Treaschwig with respect to any of its other property may be the same or similar or dissimilar to any Subdivision Plat covering Greengate Place, Section 3, or any part thereof, or to this Declaration. The property shown as Unrestricted Reserves on the Greengate Place, Section 3, Plat is a part of the other property of Treaschwig referred to in this Section 2.7.

999-11-171

SECTION 3.3 - EXTENSION OF MEMBERS' RIGHTS AND EASEMENTS. Each Member shall have the right to extend the rights and easements of enjoyment vested in him hereunder to the members of his family and/or to his tenants who reside in Greengate Place, Section 3, or in other property which Treaschwig subjects to the jurisdiction of the Association and impresses with an assessment equivalent to the assessment imposed by Article V hereinbelow, and to such other persons as may be permitted by the Association.

#### ARTICLE IV

##### THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS; BOARD OF DIRECTORS

SECTION 4.1 - ORGANIZATION. Treaschwig has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

SECTION 4.2 - PURPOSE. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare of the Members, to collect the annual and special assessments, to provide for the maintenance, repair, preservation, upkeep, and protection of the Community Properties, and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration.

SECTION 4.3 - BOARD OF DIRECTORS. The Association shall act through a three-member Board of Directors, which shall manage the affairs of the Association. The initial Directors of the Association shall be selected by Treaschwig. Each initial Director shall serve for an initial term of five years and, thereafter, until his successor is duly elected and qualified. After the expiration of the term of the initial Directors, the Members shall elect a Board of Directors as provided for in the By-Laws. Any vacancy, from whatever cause, occurring in the Board of Directors during the initial five-year term shall be filled by appointment made by the remaining Director or Directors. The person appointed by the remaining Director or Directors to fill such vacancy shall serve for the remainder of the initial five-year term and until his successor is duly elected and qualified.

SECTION 4.4 - MEMBERSHIP. The Owner of each Assessable Tract, during the period of his ownership, shall automatically be a Member.

SECTION 4.5 - VOTING RIGHTS. The Association shall have the following class or classes of voting membership with the following rights:

CLASS "A": The owners of the Assessable Tracts shall be the Class "A" Members, and by virtue of such membership, the Owner of each Assessable Tract shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of an Assessable Tract consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Assessable Tract.

CLASS "B": Treaschwig shall be the sole Class "B" Member, and, by virtue of such membership, shall be entitled to three (3) votes for each Lot owned by Treaschwig. The Class "B" Membership shall cease and be converted to Class "A" Membership on the happening of either of the following events, whichever occurs first:

- (a) When the total votes outstanding in the Class "A" Membership equal the total votes outstanding in the Class "B" Membership; or
- (b) At Midnight on December 31, 1984;

FILED FOR RECORD  
9:00 A. M.

SEP 26 1975

*Rebecca Montague*  
County Clerk, Harris County, Texas

provided, however, that the Class "B" Membership shall be automatically reinstated whenever additional property is subjected by Treaschwig to the jurisdiction of the Association and is impressed by Treaschwig with an assessment equivalent to the assessment imposed by Article V herein, said Class "B" Membership as reinstated being subject to further termination at Midnight of the day falling ten (10) years after the date of the reinstatement of the Class "B" Membership or at the time when, once again, the total votes outstanding in Class "A" Membership equal the total votes outstanding in Class "B" Membership, whichever event occurs earlier.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 5.1 - CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of a Lot which shall be or become subject to the assessments hereinafter provided for, by acceptance of a Deed or other conveyance therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments, and (2) special assessments for capital improvements, as such assessments may be fixed, established, and collected from time to time as hereinafter provided, together with (3) 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 property 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 Owner of such property at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such property. 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 5.2 - PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage, and operate the Community Properties, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience, 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, enforcing the covenants contained in this Declaration, employing at the request of the Architectural Control Committee one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committee in carrying out its duties and authority as set forth in this Declaration, 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 benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with law and the By-Laws governing the Association.

SECTION 5.3 - MAXIMUM ANNUAL ASSESSMENTS. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.2, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the annual assessments shall be levied on a uniform basis as follows:

- (a) The amount of the annual assessment for a Lot with a Living Unit thereon occupied as a residence shall not exceed \$ 84.00, except that for any calendar year after the calendar year 1974, the Association may increase said maximum amount of the annual assessment for a Lot with a Living Unit thereon occupied as a residence, but if any such change increases the maximum amount which can be assessed against a Lot with a Living Unit thereon occupied as a residence to more than \$ 92.40 per year or more than 110% of the amount assessed in the preceding calendar year, whichever is greater, the change must be approved by two-thirds of the votes cast by each Class of Members at a Meeting of Members. The amount actually assessed against a Lot with a Living Unit thereon occupied as a residence for any calendar year is referred to in (b) below as the "Base Assessment Sum" for such year.

1957-11-121

- (b) The amount assessed each year against a Lot which is an Assessable Tract but which does not have a Living Unit thereon occupied as a residence shall be fifty per cent (50%) of the Base Assessment Sum for such year.

SECTION 5.4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 5.3, the Association may levy against the Assessable Tracts in any calendar 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, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto; but any such assessment must be approved by two-thirds (2/3rds) of the votes cast by each Class of Members at a Meeting of Members.

SECTION 5.5 - NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 5.3 AND 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, stating the purpose thereof. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty per cent (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 sixty (60) days following the preceding meeting.

SECTION 5.6 - 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 5.7 - COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence on each Assessable Tract on the first day of the first calendar month after it becomes an Assessable Tract. The amount of the annual assessment on each such Assessable Tract for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment on such Assessable Tract provided for in Section 5.3 hereof as the remaining number of months in that year bears to twelve, and shall be due and payable on the day such Assessable Tract becomes an Assessable Tract. After the first year, the annual assessment on such Assessable Tract for each calendar year shall be due and payable on the first day of January in said year. The due date of any special assessment under Section 5.4 shall be fixed in the resolution of the Members of the Association authorizing or approving such assessment.

SECTION 5.8 - DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Section 5.3. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Tracts 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 at any time 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 property. 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 5.9 - EFFECT OF NONPAYMENT OF ASSESSMENT; THE LIEN; REMEDIES OF ASSOCIATION. If an assessment is not paid on the date it becomes 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 Tract against which the assessment was levied, including improvements

127-17-2562

- (b) The amount assessed each year against a Lot which is an Assessable Tract but which does not have a Living Unit thereon occupied as a residence shall be fifty per cent (50%) of the Base Assessment Sum for such year.

SECTION 5.4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 5.3, the Association may levy against the Assessable Tracts in any calendar 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, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such assessment must be approved by two-thirds (2/3rds) of the votes cast by each Class of Members at a Meeting of Members.

SECTION 5.5 - NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 5.3 AND 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, stating the purpose thereof. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty per cent (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 sixty (60) days following the preceding meeting.

SECTION 5.6 - 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 5.7 - COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence on each Assessable Tract on the first day of the first calendar month after it becomes an Assessable Tract. The amount of the annual assessment on each such Assessable Tract for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment on such Assessable Tract provided for in Section 5.3 hereof as the remaining number of months in that year bears to twelve, and shall be due and payable on the day such Assessable Tract becomes an Assessable Tract. After the first year, the annual assessment on such Assessable Tract for each calendar year shall be due and payable on the first day of January in said year. The due date of any special assessment under Section 5.4 shall be fixed in the resolution of the Members of the Association authorizing or approving such assessment.

SECTION 5.8 - DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Section 5.3. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Tracts 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 at any time 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 property. 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 5.9 - EFFECT OF NONPAYMENT OF ASSESSMENT; THE LIEN; REMEDIES OF ASSOCIATION. If an assessment is not paid on the date it becomes 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 Tract against which the assessment was levied, including improvements

127-17-2562

thereon, 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 from the date it becomes due at the rate of ten per cent (10%) per annum until it is paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or 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 attorney's fees and costs of suit. No Owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Community Properties or abandonment of his Lot.

SECTION 5.10 - 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 property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the property pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a Deed of Trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability 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 mortgage, lien, or encumbrance, subject to such limitations, if any, as such Board may determine.

SECTION 5.11 - EXEMPT PROPERTY. The assessments and liens created in this Article V shall apply only to the Assessable Tracts, and the remainder of the property in Greengate Place, Section 3, shall not be subject thereto or entitled to the rights granted to Members in Article IV.

SECTION 5.12 - 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 VI

### ARCHITECTURAL CONTROL COMMITTEE

SECTION 6.1 - TENURE. The persons serving on 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 the 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 Committee shall designate a successor, or 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 Committee to act for it. No person serving on the Committee shall be entitled to compensation for services performed pursuant to Article VI. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

SECTION 6.2 - APPROVAL OF PLANS. No buildings or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, or maintained in Greengate Place, Section 3, nor shall any exterior addition to or alteration therein be made, unless and until (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and the location of Greenways, if any, in their relationship to existing or planned Greenways on adjoining property, and a schematic plan for the landscaping and lighting of the property, have been submitted to and

approved in writing by the Architectural Control Committee, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, existing or planned Greenways, if any, walks, paths, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing details and 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 preliminary site plan and schematic plan within ten (10) working days after they have been submitted to it, or thereafter fails to approve or disapprove the final working 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 6.2 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, it also shall have the right to specify requirements for each building site as follows: Minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, paths, existing and planned Greenways, if any, and structures on adjacent 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 requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of Greengate Place, Section 3.

SECTION 6.3 - APPROVED CONTRACTORS. No construction of a building, structure, fence, wall, or other improvements shall be commenced in Greengate Place, Section 3, 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 6.3 will be deemed to have been fully complied with.

## ARTICLE VII

### RESTRICTIONS

SECTION 7.1. All buildings, structures, and other improvements erected, altered, or placed in Greengate Place, Section 3 shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or out-building shall be used in Greengate Place, Section 3, at any time as a residence, either temporarily or permanently. Unless the Architectural Control Committee otherwise agrees in writing, 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 attached garages, porches, and other structures constituting part of the Living Unit proper shall be included.

SECTION 7.2. No nuisance shall ever be erected, placed, or suffered to remain upon any property in Greengate Place, Section 3, and no Owner of or resident on any property in Greengate Place, Section 3 shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

SECTION 7.3. 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 Greengate Place, Section 3, except that dogs, cats, or other common household pets (not to exceed a total of three adult animals) may be kept by the Owner or Tenant of any Living Unit, provided they are not kept for any commercial purpose.

SECTION 7.4. 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 remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight-fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or existing or planned Community Properties. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

SECTION 7.5. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in Greengate Place, Section 3.

SECTION 7.6. No privy, cesspool or septic tank shall be placed or maintained in Greengate Place, Section 3.

SECTION 7.7. No boat, trailer, camping unit, 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 any area adequately screened by planting or fencing so as not to be seen from other Lots or existing or planned Community Properties, except that, during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor. No boat, trailer, camping unit, or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any street abutting any lot in Greengate Place, Section 3, for longer than six (6) consecutive hours.

SECTION 7.8. No clothing or other materials shall be aired or dried in Greengate Place, Section 3, except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots or existing or planned Greenways.

SECTION 7.9. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 A. M. and before 9:00 P. M.

SECTION 7.10. No radio or television aerial wires or antennae shall be maintained on any portion of any lot forward of the front building line of said lot; nor shall any free standing antenna of any style be permitted upon the lot which extends more than ten (10) feet above the height of the roof of the living unit on said lot.

SECTION 7.11. All electrical, telephone, and other utility lines and facilities which (i) are located on a Lot, (ii) are not within 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. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

SECTION 7.12. Mailboxes, house numbers and similar matter used in Greengate Place, Section 3, 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 so harmonious shall be final.

SECTION 7.13. No fence, wall, tree, hedge, or planting shall be maintained in Greengate Place, Section 3, in such manner as to obstruct sight lines for vehicular traffic. No fence or hedge shall be maintained within the front building setback line as shown on the recorded plat of Greengate Place, Section 3.

SECTION 7.14. No owner of any Lot in Greengate Place, Section 3, nor any visitor or guest of any owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets abutting such Lots other than work of a temporary nature.

SECTION 7.15. No outbuildings may be erected on any Lots in Greengate Place, Section 3, without the prior written approval of the Architectural Control Committee.

167-11-171

SECTION 7.16. No billboards or other signs may be erected in Greengate Place, Section 3, without the prior written consent of the Architectural Control Committee. Such Committee shall furnish, upon request, a sign manual setting forth the limitations and guidelines for signs, which shall be reasonable in scope and restriction, and shall grant its written approval of signs which satisfy the requirements of such manual. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in Greengate Place, Section 3.

SECTION 7.17. The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right, after twenty (20) 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 been taken by such Owner (i) to mow the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune 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 repair 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 attractive condition consistent with the intention of this Declaration. The person who is the 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 ten (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 (10%) per annum, and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon.

SECTION 7.18. Except for the easement rights elsewhere recognized in this Declaration, the Lots and the Community Properties shall be used for the following purposes only:

- (a) Each Lot shall be used only for a single-family, Detached Residence, and no Lot shall be used for business or professional purposes of any kind. With each Detached Residence, there shall be an attached or detached, private, enclosed garage. Each such garage shall accommodate at least two automobiles. Bona fide domestic servants may live in the improvements on any such property.
- (b) The Greenways, if any, shall be used only for utility easements, pedestrian ways, recreation facilities, landscaping, and other purposes deemed by the Association to promote the recreation, safety, convenience, and welfare of the Members. No motorized vehicles shall be permitted upon the Greenways, if any, except those that are used in the maintenance and upkeep of the Greenways, or of any utility easement over, on, or under the Greenways. By way of illustration, but not limitation, such prohibited motorized vehicles shall include automobiles, motorcycles, motor bicycles, and motor scooters.

SECTION 7.19. A Lot which fronts upon a Collector Street shall have direct driveway access from such Collector Street. A garage on a Lot which fronts on a Cul-de-sac Street shall have direct driveway access only from the abutting Cul-de-sac Street. The Owner of each Lot shall construct and maintain at his expense the driveway from his garage to the abutting Collector or Cul-de-sac Street, whichever is permitted, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

127-17-2566

SECTION 7.20. No building or Living Unit in Greengate Place, Section 3, shall exceed in height two (2) stories or twenty-four feet (24'), measured from the finished grade of the building site. No Detached Residence of one story shall contain less than 1200 square feet of living area, no Detached Residence of two stories shall contain less than 1800 square feet of living area (all such computations of living areas to be exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and/or living quarters for bona fide domestic servants), unless the Architectural Control Committee agrees to the contrary in writing.

SECTION 7.21. The following building requirements shall apply to Detached Residences to be constructed, unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

- (a) No building, fence, or other structure shall be placed or built on any such Lot nearer to the front lot line or nearer to a side street line than the building lines shown on the Greengate Place, Section 3, Plat.
- (b) No building shall be located nearer than five feet (5') to any interior lot line, except that a garage or other permitted building located seventy feet (70') or more from the front lot line may be located within three feet (3') of an interior side lot line. No building shall be located on any such Lot nearer than eight feet (8') to the rear lot line.
- (c) Before the construction of the Detached Residence is completed, the Builder shall construct in the adjacent street right-of-way a concrete sidewalk four feet (4') in width parallel to the street curb and two feet (2') away from the front lot line. The sidewalk shall extend the full width of the Lot and up to the street curb at a corner Lot.
- (d) The following requirement shall apply only to Lots One (1) through Eight (8), both inclusive, in Block Seventeen (17) and Lots One (1) through Eleven (11), both inclusive, in Block Sixteen (16), in Greengate Place, Section Three. Before the construction of the Detached Residence is completed upon any of said Lots, the Builder shall construct and erect along the entire length of the rear property line thereof a wood fence six feet (6') in height, to be of such design and type of wood as the Architectural Control Committee shall stipulate. As to Lots Twelve (12), Block Seventeen (17), Lot Eleven (11), Block Nineteen (19), Lot Nineteen (19), Block Fourteen (14), a wood fence six feet (6') in height shall be erected from the front building line to the rear property line on the side property line adjacent to Cypresswood Drive.

SECTION 7.22. The Owner of each Lot used for a Living Unit, as a minimum, shall spot sod or sprig with grass the area between the front of his Living Unit and the curb line of the abutting Cul-de-sac or Collector Street. The grass shall be of a type and within standards prescribed by the Architectural Control Committee.

SECTION 7.23. The Owner of any Lot may construct at his expense and at his election a fence upon such Lot, which fence shall be six feet (6') in height and shall otherwise comply with the provisions herein contained and the specifications established by the Architectural Control Committee. All fences so constructed shall be of wood or masonry construction and shall be maintained in good and attractive condition by the respective Owners of the Lots, except that the Association at its election and at its expense may paint the side of any fence facing a Greenway, if any.

SECTION 7.24. No Owner of a Lot shall have the right, by virtue of such ownership, to make any improvement to a Collector Street, a Cul-de-sac Street, or a Greenway, if any.

SECTION 7.25. Notwithstanding the foregoing provisions of this Article VII, Treaschwig and its permittees shall have the exclusive right to erect, place, and maintain on their respective properties in Greengate Place, Section 3, such facilities (including but not limited to, offices, storage areas, model units, and signs) as in Treaschwig's sole discretion may be necessary or convenient to improve and/or sell properties in Greengate Place, Section 3.

127-17-2567

## ARTICLE VIII

### UNDERGROUND ELECTRIC SERVICE

SECTION 8.1. An underground electric distribution system will be installed within the properties which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the properties. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of 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 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 (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 on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot 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.

SECTION 8.2. The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Treaschwig (except for certain conduits, where applicable) upon Treaschwig's representation that the Underground Residential Subdivision is being developed for residential dwelling units 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. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed and this Declaration be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home unless (a) Treaschwig has paid to the company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed 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, provided that in no instance shall Treaschwig be obligated to pay the electric company such amount representing the excess in cost should the Lot Owners amend the Declaration to allow dwellings of a different type.

SECTION 8.3. The provisions of the two preceding sections shall also apply to any future residential development in Reserve(s) shown on the plat of Greengate Place Subdivision, Section 3, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Treaschwig or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such Owner shall pay the electric company \$1.75 per front lot foot unless the Developer has paid the electric company as above-described. The provisions of this section and the two preceding sections do not apply to any future nonresidential development in such Reserve(s).

127-17-2568

## ARTICLE IX

### GENERAL PROVISIONS

SECTION 9.1 - 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 Treaschwig conveying all or any part of the land in Greengate Place, Section 3, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 9.2 - ENFORCEMENT. The terms and provisions of this Declaration shall run with and bind the land in Greengate Place, Section 3, and shall inure to the benefit of and be enforceable by Treaschwig, the Association, or the Owner of any Lot and by their respective legal 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 Treaschwig, 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 9.3 - SEVERABILITY. Invalidity 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 9.4 - 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 holders of three-fourths (3/4ths) of the votes of each Class of Members with voting privileges 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 9.5 - AMENDMENTS. Subject to the provisions of Article X, this Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by two-thirds (2/3rds) of the votes cast by each Class of Members at a Meeting of Members. 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.

SECTION 9.6 - 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 9.7 - TITLES. The titles of this Declaration of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 9.8 - EXECUTION BY THE ASSOCIATION. The Association, by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

SECTION 9.9 - SUCCESSORS IN TITLE. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Treaschwig and the Association and their respective successors and assigns.

127-17-2569

ARTICLE X

ADDITIONS TO EXISTING PROPERTY

Additional lands may become subject to this Declaration in the following manner:

SECTION 10.1 - ADDITIONS BY TREASCHWIG. Greengate Place, Section 3 is part of a tract containing 337.3554 acres, more or less, owned by Treaschwig and the remainder thereof or portions thereof as well as other lands adjacent thereto may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described. If annexed, the Owners of Lots in each future section of Greengate so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund hereinabove set forth, provided that each future section of Greengate must be impressed with and subject to an annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge imposed hereby, and further such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Additional land within the area containing 337.3554 acres described in deed from Atlas Realty Company to Treaschwig, dated August 12, 1971, recorded in Volume 8562, Page 185, Deed Records of Harris County, Texas, may be annexed by Treaschwig without the resolution of the Board of Directors of said Association as aforesaid and without the consent of the members of said Association. Provided, that as long as there is a Class "B" membership, such annexation of additional properties shall require the prior approval of FHA or VA. Further, as long as there is a Class "B" membership, the dedication of Community Properties to the Association and the amendment of this Declaration of Covenants and Restrictions shall require the prior approval of FHA or VA.

SECTION 10.2 - 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, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration. Provided, that no such merger or consolidation shall be permitted except upon approval of 2/3rds vote of each class of members of the Association.

ARTICLE XI

MINERAL EXCEPTION

There is hereby excepted from the Properties, and Treaschwig will hereafter except from all its sales and conveyances of the Properties or any part thereof, including the Lots and Community Properties, all oil, gas, and other minerals in, on, or under the Properties, but Treaschwig hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for or development of oil, gas, and other minerals.

ARTICLE XII

LIENHOLDER

American General Investment Corporation, with its business domicile located in Houston, Harris County, Texas, the owner and holder of the lien covering the Properties, have executed this Declaration to evidence their joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restrictions.

IN WITNESS WHEREOF, this Declaration is executed this 3rd  
day of September, 1975 A. D.

TREASCHWIG ASSOCIATES  
A Joint Venture composed of

ATLAS REALTY COMPANY

By: [Signature]  
VICE President

ATTEST:  
[Signature]  
Secretary

T. M. C. FUNDING, INC.

By: [Signature]  
Vice-President

ATTEST:  
[Signature]  
Assistant Secretary

RECORDER'S MEMORANDUM:  
The additions on this instrument were  
present at the time instrument was filed  
and recorded.

AMERICAN GENERAL INVESTMENT  
CORPORATION

By: [Signature]  
Senior Vice President

ATTEST:  
[Signature]  
Asst. Secretary

ATTEST: GREENGATE PLACE HOMEOWNERS ASSOCIATION, INC.

[Signature] Secretary By: [Signature] President

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of ATLAS REALTY COMPANY, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 3rd day of September, 1975 A. D.

[Signature]  
Notary Public in and for Harris  
County, Texas.

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Larry O. Hendee, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of T. M. C. FUNDING, INC., a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 3rd day of September, 1975 A. D.

Cheryl York  
Notary Public in and for Harris  
County, Texas.

127-17-2572

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared L. O. Benson, known to me to be the person whose name is subscribed to the foregoing instrument as Senior Vice President of AMERICAN GENERAL INVESTMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 8th day of September, 1975 A. D.

Deborah L. McQuinn  
Notary Public in and for Harris  
County, Texas.

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Curtis Honey, known to me to be the person whose name is subscribed to the foregoing instrument as President of GREENGATE PLACE HOMEOWNERS ASSOCIATION, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 24 day of Sept, 1975 A.D.

Margaret Owens  
Notary Public in and for Harris  
County, Texas.

76

EXHIBIT "A"

Lots 10 through 41, both inclusive, in Block 6;

Lots 1 through 19, both inclusive, in Block 14;

Lots 1 through 19, both inclusive, in Block 15;

Lots 1 through 11, both inclusive, in Block 16;

Lots 1 through 12, both inclusive, in Block 17;

Lots 1 through 35, both inclusive, in Block 18; and

Lots 1 through 11, both inclusive, in Block 19

all in Greengate Place, Section Three, according to the plat thereof recorded in Volume 228, at Page 29, of the Map Records of Harris County, Texas.

127-17-2573

003-85-2457

12/22/81 00034001 H270242 \$ 5.00

AMENDMENT TO RESTRICTIONS  
OF  
GREENGATE PLACE SECTION THREE

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF HARRIS    )

FILED  
DEC 22 2 00 PM 1981  
CLERK OF COUNTY CLERK  
HARRIS COUNTY TEXAS

WHEREAS, GREENGATE PLACE SECTION THREE, is a subdivision located in Harris County, as shown in the subdivision plat of GREENGATE SECTION THREE, recorded in Volume 228, Page 29, Map Records of Harris County, Texas, and;

WHEREAS, two-thirds (2/3) of the record owners of the residential lots in GREENGATE SECTION THREE deem it to be in the best interest of said owners to amend the Deed Restrictions of GREENGATE SECTION THREE, such restrictions being recorded in Volume 127, Page 2556, Deed Records of Harris County, Texas:

NOW, THEREFORE, the record owners of two-thirds (2/3) of the residential lots have adopted by vote, and now do hereby adopt the following amendments to the present restrictive covenants, all other restrictive covenants to remain unchanged and in full effect.

ARTICLE VII, Section 7.26 under the title, "Restrictions," shall be added and read as follows:

SECTION 7.26. Dogs, cats, or other animals will not be allowed to run loose on any lot, street or common area of Greengate Place, under any circumstances. If the Owner of the animal is present with the animal, the animal may be brought unto any street, lot or common area of Greengate Place, provided, and solely contingent on that animal being confined with a leash and collar. Animals, may, however, be confined on their owner's lot without the requirement of a leash, when the owner is not present on his property so long as the animal is confined by a fence, chain or other confinement which will keep the animal from leaving its owner's lot.

ARTICLE VII, Section 7.27 under the title, "Restrictions," shall be added and read as follows:

SECTION 7.27: All lots and improvements on any lots in Greengate Place shall be used for residential purposes solely.

003-85-2458

ARTICLE VII, Section 7.28 under the title, "Restrictions," shall be added and read as follows:

SECTION 7.28. No solicitation of any kind, shall be allowed within the confines of Greengate Subdivision. The word "Solicitation" shall mean door-to-door personal contacts, as well as the distribution of leaflets or flyers. However, the Association, shall not have the full responsibility of enforcement of this particular clause. Each individual homeowner shall be solely responsible for eliminating solicitation of that individual homeowner's home. The No Solicitation sign at the entrance of Greengate Subdivision will continue to be posted.

ARTICLE IV, Section 4.3 under the title, "The Association; Membership and Voting Rights; Board of Directors" shall be amended to read as follows:

SECTION 4.3 - BOARD OF DIRECTORS. The Association shall act through a five-member Board of Directors, which shall manage the affairs of the Association. The initial Directors of the Association have been selected. Each initial Director shall serve for an initial term of five years and, thereafter, until his successor is duly elected and qualified. After the expiration of the term of the initial Directors, the Members shall elect a Board of Directors as provided for in the By-Laws. Any vacancy, from whatever cause, occurring in the Board of Directors during the initial five-year term shall be filled by appointment made by the remaining Director or Directors. The person appointed by the remaining Director or Directors to fill such vacancy shall serve for the remainder of the initial five-year term and until his successor is duly elected and qualified.

The above amendments are hereby recorded, said amendments having been duly voted for by the homeowners of GREENGATE SECTION THREE, at validly held Homeowners' meetings.

EXECUTED this 17<sup>th</sup> day of March, 1981, 1981.

ATTEST:

GREENGATE PLACE HOMEOWNERS' ASSOCIATION, INC.

Secretary

By Robert W. Jurlington  
President

THE STATE OF TEXAS )

COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared Robert W. Jurlington, President of Greengate Place Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17<sup>th</sup> day of March, 1981.

Notary Public in and for State of Texas

Printed Name

My Commission Expires: 1981

Notary Public  
Rduch & Whyburn, Inc.  
3103E FM 1960 West  
Humble, TX. 77338