

97-1984

CORRECTED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OAKRIDGE FOREST, SECTIONS ONE, TWO, AND THREE (A SINGLE
FAMILY RESIDENTIAL SUBDIVISION)

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This Corrected Declaration, made on the date hereinafter set forth by Oakridge Associate~, a Texas Limited Partnership, hereinafter referred to as "Declarant", is made in place of and to correct the Declaration of Covenants, Conditions and Restrictions for Oakridge Forest, Sections One, Two, and Three (a Single Family Residential Subdivision) executed by Oakridge Associates, a Texas Limited Liability Partnership, and Meridian Homes, Inc., a Texas Corporation, dated March 31, 1997, and recorded under Clerk's File No. 9718188, Film Code No. 245-00-0004, of the Real Property Records of Montgomery County, Texas. The legal description referred to as Exhibit "A" in said document was inadvertently omitted from the document. This correction document is made and executed by the parties to correct that mistake, is effective on March 31, 1997, and in all other respects confirms the former document.

WIT N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Exhibit A attached hereto and made a part hereof for all purposes; and

WHEREAS, a portion of said tract has been replatted as Oakridge Forest, Section One and recorded in Cabinet I, File No. 9648380, Pages 66 and 67 of the Montgomery County Map Records; and

WHEREAS, Declarant will be replatting the remainder of the above described properties as Sections Two and Three; and

WHEREAS, Declarant desires to create thereon a single family home residential community for the benefit of the present and future owners of said Lots, and desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Areas and, to this end, desires to subject the real property described herein to the covenants, restrictions, easements, charges, and liens hereinafter set forth for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities ill said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Area and administering and enforcing the covenants and restrictions und collection and disbursing the assessments and charges hereinafter created, and

WHEREAS, Declarant shall cause a non-profit corporation to be incorporated under the laws of the State of Texas, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in hereinabove is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I

Definitions

The following words, when used in the Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Oakridge Forest ,Homeowner Association, Inc., a non-profit corporation which Declarant shall cause to be incorporated as herein provided, its successor and assigns.

- (b) "The Subdivision" shall mean and refer to all of the property hereinabove described and additions thereto subject to the Declaration or any supplemental declaration under the provisions of Article III hereof.
- (c) "Subdivision plat" shall mean and refer to the Replat recorded in Cabinet I, File No. 9648380, Pages 66 and 67 of the Map Records of Montgomery County, Texas and, when recorded, any further replats by Declarant to the property described herein.
- (d) "Lot" and/or "Lots" shall mean and refer to each of the lots completed and accepted by the county as shown on the Subdivision Plat or Replats filed or to be filed of record which are incorporated under the subdivision.
- (e) "Common Areas" shall mean those areas of land shown as such on any plat or replat of the properties recorded by Declarant and intended to be devoted to the common use and enjoyment of the owners of the properties. This definition does not include common property shown on any plat except those recorded by Declarant.
- (f) "Supplemental Declaration" shall mean and refer to any supplemental Declaration of Covenants and restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article III hereof.
- (g) "Owner" shall mean and refer to the record owner, including any contract seller, whether one or more persons or entities, of the fee simple title to any Lot within The Subdivision, but, notwithstanding any applicable theory of mortgagees, shall not mean or refer to any mortgagee unless and until such mortgagee have acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (h) "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat further established dedications, limitations, reservations, and restrictions applicable to The Subdivision. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or other conveyance executed or to be executed by or on behalf of Declarant conveying any part of The Subdivision.

Section 2 .•. Changes and Additions, Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the utilities, cable, drainage or street lights. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public utility purposes (including, without limitation, gas, electricity, telephone, and drainage) in favor of any person or entity furnishing or to furnish utility services, including drainage, to The Subdivision, along and on either or both sides of any Lot line. Such easements for public utility purposes shall have a maximum width of five feet (5') on each, or the applicable side of such Lot line.

Section 3. Title to Easements and Appurtenances Not Conveyed.

Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas sewer, storm sewer, electric light, electric power, telegraph or telephone way or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along, or upon any Lot or any part thereof to reserve said Lot or any other portion of The Subdivision, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other part is hereby expressly reserved in Declarant.

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over, and under all of the property in The Subdivision for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, cable, drainage, and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across, and under the property in The Subdivision within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section, no sewer, electrical lines, water lines, drainage facilities, or other utilities or appurtenances thereto may be installed or relocated on the property in the Subdivision until approved by Declarant or the Association's Board of Trustees.

The utility companies furnishing service shall have the right to remove all trees and other plantings situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of The Subdivision abutting such easements to prevent interference with the operations of such utilities.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles, and to postal service and garbage and trash collection vehicles, and other service vehicles to enter upon The Subdivision in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter The Subdivision to render any service for which it is responsible as set forth in this Declaration.

Section 6. Underground Electric Service. An underground electric distribution system will be installed within The Subdivision, which will be designated an Underground Residential Subdivision, and which underground service area shall embrace all Lots in The Subdivision except lines around the perimeter may be overhead. 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 Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the 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 as 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 (3) wire, sixty (60) cycle alternating current.

The electric company has installed (or will install) the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single family dwellings of the usual and customary type, constructed upon the Lots, designed to and built for sale to bona fide purchasers.

Section 7. Surface Areas. The surface of easement areas for Underground utility services may be used for planting of shrubbery, trees, lawns, or flowers and the erection of fences along property lines as provided for in Article VII, section 8. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

Further, neither the Declarant nor the supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them, or their respective employees, servants, or assigns, to any sidewalks, driveways, fences, or any other object occupying any such easement or any portion thereof, as a result of any activity relating to the construction, maintenance, or repair of any facility in any such easement area. Nothing contained herein shall permit the construction of any building within any easement areas, which is hereby strictly prohibited.

Section 8. Mineral Exception. There is hereby excepted from The Subdivision, and Declarant will hereinafter except from all its sales and conveyance of The Subdivision, or any part thereof, including the Lots and Common Area, all oil, gas, and other minerals in, on, and under The Subdivision, but Declarant 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 III

Replattting and Additions

Section 1. Declarant shall have the right, but shall never have the obligation, to replat any or all of the property described hereinabove as subject to these restrictions, and Declarant specifically reserves the right to convert into Lots or other use common areas formerly platted. Any such Lots as replatted shall be subject to these restrictions as if such Lots were replatted at the time of the recordation of these restrictions, and no further action by Declarant or Association shall be necessary for the replatted property to be subject to these restrictions. Once the property is replatted by Declarant, common property cannot be mortgaged or conveyed without the consent of two-thirds of the Lot Owners (exclusive of Declarant). Any replat must comply with all local and state replatting ordinances, statutes, regulations and requirements.

Section 2. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

- (a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, additional properties in future stages of the development upon the approval of the Board of Trustees of the Association, in its sole discretion.

Any additions authorized under this and the succeeding subsections, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property, and the execution thereof by members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval by such Board of Trustees. Such Supplemental Declaration must impose annual maintenance charge assessments on the property covered thereby, on a uniform, per lot basis, substantially equivalent to the maintenance charge assessments imposed by this Declaration, and may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be applicable to the additional lands.

Depending on the manner in which such additional lands are developed ultimately, the services provided by the Association which relate to the several Sections (or portions thereof) in The Subdivision, and/or the extent to which Owners in the several Sections (or portions thereof) in The subdivision make use of the Common Area and Common Facilities in The Subdivision, may vary in value or in kind. Therefore, the Board of Trustees, in its sole discretion and considering such facts as it deems pertinent relative to the relationship of the Association and the Common Area and Common Facilities in The Subdivision to such additional lands and the Owners therein, and/or the services to be provided to the owners of Lots in the several Sections, may approve supplemental Declarations providing for maintenance charges and assessments on such additional lands which differ in amount, basis or method of computation from that provided for in this Declaration or any Supplemental Declaration.

- (b) Other Additions. Upon the approval of the Board of Trustees of the Association, in its sole discretion, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a Supplemental Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

Section 3. 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 respective covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the Covenants and Restrictions established by this Declaration or any Supplemental Declaration.

ARTICLE IV

Oakridge Forest Homeowner Association

Section 1. Organization. The Declarant shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association in general is to provide for and promote the health, safety and welfare of the Members, to collect the annual maintenance charges, and to administer the Maintenance Funds (as defined herein) for the purposes stated hereinafter, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Areas and in the Subdivision and such other purposes as are stated in the Articles of incorporation consist with the provisions of this Declaration and all Supplemental Declarations.

Section 3. Trustees. The Association shall initially act through a three (3) member Board of Trustees, which shall manage the affairs of the Association. The initial Trustees, who need not be residents in The Subdivision, of the Association shall be selected by Declarant. Each initial Trustee shall serve until his successor is duly elected and qualified as provided in the Articles of Incorporation of the Association and its By-Laws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the initial term shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed by the remaining Trustee or Trustees to fill such vacancy shall serve for the remainder of the initial term and until his successor is duly elected and qualified.

The Trustees shall have the power to select one or more advisory trustees from the residents of The Subdivision to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and counsel to the Board of Trustees, provided that such advisory trustees shall have no right to act on behalf of the Association.

Section 4. Members. Each Owner, whether one or more persons, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership.

Section 5. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all the Members of the Association, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in The Subdivision in which they hold the interest required for membership by this Declaration or any Supplemental Declaration. When more than one person holds such interest or interests in any such Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in The Subdivision in which it holds the interest required for membership by this Declaration or any Supplemental Declaration; provided, that the Class B membership shall cease and become converted to Class A membership on the happening of whichever of the following events occurs earlier:

- (a) at the time seventy-five percent (75%) of the Lots are deeded to homeowners; or

(b) on January 1, 2012.

Section 6. Title to Common Areas. The Declarant may retain the legal title to the Common Areas in the Subdivision, if any, until such time as it has completed improvements thereon and/or until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. until title to such Common Areas and Common Facilities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Areas granted to the Association in this Declaration and all Supplemental Declarations. Title to Common Areas shall be conveyed to the Association free and clear of all encumbrances prior to the time

FHA/VA insures any mortgage in the Subdivision. If title to the Common Areas has not been conveyed to the Association by January I, 2012, title shall be deemed conveyed.

Section 7. Non-Liability. Neither Declarant nor the Association shall have any liability whatsoever to any Owner or any party as a result of damage to any person or persons using the Common Areas.

ARTICLE V

Property Rights in The Common Are~~

Section 1. As more fully stated in Article III, Section 1 of this Declaration, Declarant specifically reserves the right to replat areas formerly platted as common property into Lots or other use which shall be subject to these restrictions as if they were platted at the time of the recordation of these restrictions.

Section 2. Members Non-Exclusive Easement of Enj oyment. Subject to the provisions of Section 1 and 3 of this Article V, every Member shall have a common right and the non-exclusive easement of enjoyment in and to the Common Area and Common Facilities in The Subdivision, if any, and such right and easement shall be appurtenant to and shall pass with the title to each Lot in The Subdivision. Declarant has the right, but not the obligation, to add Common Area to the property as described in Article III without a vote of the members.

Section 3. Extent of Members' Non-Exclusive Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in its discretion, to charge reasonable admission and other fees for the use of the recreational Common Facilities and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Areas, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Areas by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Areas or any part thereof at the same time;
- (b) The right of the Association to grant or dedicate easements in, on, under, or above such Common Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to The Subdivision;
- (c) The right of the Association to transfer any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Areas and owned by the Association to any public or political authority or agency or to any utility company rendering service to The Subdivision;

- (d) The right of the Association to enter into management and/or operating contracts or agreements relative to the maintenance and operation of such Common Areas in such instances and on such terms as its Board of Trustees may deem appropriate; the right of the Association to operate recreational facilities and related concessions located on such Common Areas; the right of the Association to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to Common Facilities in such instances and on such terms as its Board of Trustees may deem appropriate;
- (e) The right of the Association to suspend the voting rights of a Member or his right to use any recreational Common Facility during any period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which Association may have in the Declaration and all Supplemental Declarations, in its By-Laws, or at law or in equity on account of such default or infraction;
- (f) The rights and easements existing, herein created, or hereafter created in favor of others, as provided for in Article II and Article VI hereof and in all Supplemental Declarations; and
- (g) The restrictions as to use of the Common Areas provided for in Article VIII hereof.

Section 4. Delegation of Use. Any member may delegate his right of use and enjoyment of the Common Areas in The Subdivision, together with all non-exclusive easement rights granted to Members in this Declaration and all Supplemental Declarations, to the members of his family, his tenants, guests (subject to Section 2(a) above) or contract purchasers who reside on his Lot.

Section 5. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to Lot owners easement.

ARTICLE VI

Annual Maintenance Charges

Section 1. Annual Maintenance Fund. All funds collected by the association from the regular maintenance charges provided for in this Article, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots in The Subdivision by all Supplemental Declarations, shall constitute and be known as the "Regular Maintenance Fund". The Regular Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members, and may be used for any and all of the following purposes, by way of illustration and not by way of limitation, to-wit: to promote the health, safety, recreation, and welfare of the Members; the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Common Areas and Common Facilities in the Subdivision or any other areas provided by this Declaration and any supplemental Declaration to be so enhanced, beautified, and maintained by the Association as a common expense to all Members in the Subdivision; for necessary maintenance of streets, walkways, fountains, esplanades, parkways, and sidewalks in The subdivision; patrol and security services; fogging and spraying for insect control; street lighting maintenance; landscaping, mowing, removal of weeds and debris, the general maintenance of grass, shrubbery, flower beds and trees, and all

other things and purposes consistent herewith and/or desirable in the discretion of t.he Board of Trustees of the Association in maintaining the character and value of The subdivision; enforcement of the restrictions and covenants imposed on the subdivision by this Declaration and all Supplement.al Declarations; and for any and all other purposes which are, in the discretion of the Board of Trustees of the Association, desirable in maintaining t.he value and character of the subdivision for the common benefit of all the Owners in The Subdivision. The uses of the Regular Maintenance Fund described herein shall not be obligatory, but shall be at the sole discretion of the Board of Trustees of the Association.

In the event Declarant shall operate any Common Facilities in the Subdivision, or such Common Facility shall be operated by others on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant or such other party in connection with operating and maintaining any such common facility, Declarant shall be entitled to be reimbursed from the Regular Maintenance Fund for all costs actually incurred by Declarant or such other party in maintaining and operating such Common Facility, in excess of the actual proceeds realized by Declarant from such operation as such costs are incurred, to the extent that the balance of the Regular Maintenance Fund from time to time existing exceeds the amount then designated by the Board of Trustees of the Association in good faith to be the minimum .amount necessary to accomplish the maintenance functions of the Association.

Further, Declarant shall be entitled to be reimbursed from the Regular Maintenance Fund for all ad valorem taxes and other assessment in the nature of property taxes fairly allocable to the Common Area and Common Facilities accrued subsequent to the recordation of this Declaration and prior to the date on which title to such Common Areas/ Retention and Common Facilities are conveyed to the Association by Declarant, which have been actually paid by Declarant.

The Board of Trustees of the Association may, in its sole discretion, give one or more of the purposes set forth in this Section 1 preference over other purposes, so long as the funds expended therefore shall be a part of the appropriate Maintenance Fund for which they were charged and collected. It is agreed that all expenses incurred and expenditures and decisions made by the board of Trustees of the Association in good faith shall be binding and conclusive on all Members.

section 2. Covenants for Assessments. Subject to the provisions set forth below in Sections 3 and 4, relating to the rate at which the regular maintenance charges imposed herein shall be paid on unimproved Lots, and subj ect to the increases and decreases provided for in Section 5 and Section 6 below, each and every Lot in The Subdivision is hereby severally subjected to and impressed with a regular annual maintenance charge in the amount of no less than ONE HUNDRED EIGHTY DOLLARS (\$180.00) and no more than TWO HUNDRED FIFTY DOLLARS (\$250.00) per annum per Lot (hereinafter referred to as the "Regular Maintenance Charge II) , which shall run with the land.

Further, the Board of Trustees has the power to choose to subject each occupied Lot in the subdivision to an additional charge for the cost of garbage collection (hereinafter "Garbage Collection Chargell). The Board of Trustees is empowered, but is not obligated, to contract for garbage collection in the Subdivision. The Garbage Collection Charge is not part of the Regular Maintenance Charge but is In addition to that amount. The amount of the Garbage Collection Charge will be set by the Board of Trustees on an annual basis in an amount necessary to pay for such collection and will be in an amount in relation to reasonable garbage collection fees for the surrounding area. The Garbage Collection Charge is part of the continuing lien and collectable in the same manner as the Regular Maintenance Charge.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon.

Each assessment, together with late fees, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Areas or Common Facilities or by abandonment of his Lot or his interest therein.

Section 3. Unimproved Lots Owned by Declarant or Builders. Declarant and builders shall pay fifty percent (50%) of the then existing Regular Maintenance Charge for each Lot owned by them, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence, or the residence has been sold and/or permitted to be occupied, whichever occurs first. Thereafter, commencing on the first day of the next succeeding calendar month, the full Regular Maintenance Charge then assessed shall become applicable and payable in an amount prorated for the number of months remaining in the calendar year. It shall be the duty of each builder to notify the Association at the time a residence has been substantially completed or sold and/or permitted to be occupied. The term "substantial completion" as used herein shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected, or adjusted. The term "builder" for the purposes of this Declaration is defined as any person, firm, corporation, or other entity who is engaged in the business of building residential structures for sale or rental purposes, and not for his or its personal use or occupancy.

Section 4. Unimproved Lots Owned by Owners Other Than Declarant and Builders. Owners of unimproved Lots other than Declarant and builders shall pay fifty percent (50%) of the then existing Regular Maintenance Charge for each Lot owned by them, until a residential structure has been completed thereon and has been occupied. Thereafter, commencing on the first day of the next succeeding calendar month, the full Regular Maintenance Charge then assessed shall become applicable. If the Regular Maintenance Charge on such Lot has been prepaid at said fifty percent (50%) of the Regular Maintenance Charge then assessed for the portion of the calendar year remaining after the full Regular Maintenance Charge becomes applicable as herein provided, then the Owner of such Lot shall be obligated to pay to the Association, on the date the full Regular Maintenance Charge becomes applicable, that prorata portion of the unpaid fifty percent (50%) of the Regular Maintenance Charge due for the remainder of the calendar year. It shall be the duty of each Owner to notify the Association at the time such residential structure has been completed and occupied.

Section 5. The Annual Maintenance Charges. The maintenance charges provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees to be the date of commencement, shall be assessed for the balance of the first calendar year in which they are assessed, and payable on the day fixed for commencement, or in equal monthly installments over the balance of the year, at the election of the Board of Trustees of the Association. The assessments for each calendar year after the first year shall be due and payable to the Association in

advance on January 1st of each year, or in twelve (12) equal monthly installments over such year, at the election of the Board of Trustees of the Association.

Section 6. Rate of the Assessment. The Board of Trustees of the Association shall fix the date of commencement and the amount of the annual maintenance charge against each Lot to which it is to apply for each assessment period at least thirty (30) days in advance of such date or period. Written notice of each assessment shall be sent to every Owner subject thereto.

The Board of Trustees of the Association may decrease or increase the amount of the annual maintenance charges provided for herein, provided, however, that no resolution of the Board of Trustees which increases the amount of the annual maintenance charges in excess of ten percent (10%) more than the maximum allowable annual assessment for the previous year shall become effective unless and until such resolution is ratified either (i) by the written assent of fifty percent (50%) of the Lot Owners of the Association if no meeting of the membership is held for ratification, or (ii) by the assent of a majority of the votes present in person or by proxy of the Lot Owners at a special meeting of the membership of the Association called for this purpose and at which a quorum is present.

The Board of Trustees may decrease the amount of the annual maintenance charges without ratification by or assent of the Members of the Association.

Section 7. Quorum for an Action Under Section 6. The quorum required for any action authorized by Section 6 of this Article VI shall be as follows:

At the first meeting called, the presence at the meeting of the applicable Members and proxies entitled to cast sixty percent (60%) of all the votes of the membership entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at the meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 8. Liens to Secure Assessments and Subordination of Lien. The annual maintenance charges as hereinabove provided for shall constitute and be secured by separate, valid and subsisting liens, hereby created and fixed, and which shall exist upon and against each applicable Lot and all improvements thereon, for the benefit of the Association and all Members, provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant or the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien.

No such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges which become due prior to such foreclosure be extinguished by any such foreclosure.

Section 9. Effect of Non-Payment of Assessment. If any annual maintenance charge is not paid within thirty (30) days from the due date thereof, a late fee in an amount to be set by the Board of Trustees will be added to the account. The principal shall bear interest from the due date until paid at the highest lawful interest rate allowable under the laws of the State of Texas, and, if placed in the hands of any attorney for collection, or if suit is brought thereon, or if collected through probate or

other judicial proceedings, there shall be paid to the Association reasonable attorneys' fees. The Association, as common expense of all Members, may institute and maintain an action at law or in equity and defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Each Member, by his assertion of title to claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power, and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same, and each Member hereby expressly grants to the Board a power of sale in connection with said lien. The lien provided for in this Article shall be in favor of the Board and shall be for the common benefit of all Owners. The Board shall have the authority to appoint a trustee, and thereafter successor trustees from time to time, to act on behalf of the Board in foreclosing such lien, and such appointment may be made without any formality other than a written appointment of a trustee or successor (substitute) trustee, and the Board may appoint a substitute trustee at any time in its discretion. The Board acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 10. Right of Members to Inspect Books. The Members shall have the right to inspect the books and records of the association. The Members must give 30 days prior written notice, stating a proper purpose for the inspection. The Members will be given one (1) hour to inspect the books. The place and time will be designated by the Trustees. No more than one (1) inspection of the books every quarter will be allowed.

ARTICLE VII

Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed, or maintained upon The Subdivision, nor shall exterior addition to or change or alteration be made until the detailed plans and specifications shall have been submitted to and approved in writing by the Architectural Control Committee in accordance with the following procedure:

(a) Two (2) complete sets of plans and specifications shall be delivered to the Architectural Control Committee, which shall specify, as a minimum, the location and situation of proposed improvements on the Lot in relation to property lines, building lines, easements, grades, walks, topography (including the orientation of the front and rear of the proposed improvement with respect to the Lot and building lines); structural, mechanical, electrical, and plumbing detail; and the nature, kind, shape, height, exterior color scheme, and materials to be incorporated into the proposed improvements or alterations thereto; any fences to be constructed on the Lot; and any other items which the Architectural Control Committee may reasonably require to be included therein. The A.C.C. may approve the builders typical floor plans. At such time the builder determines which lot a specific floor plan will be built on, the builder will notify the A.C.C.

(b) Such plans and specifications shall be reviewed by the Architectural Control Committee to ascertain compliance with the applicable restrictions and requirements set forth herein and any variances which the Architectural

Control Committee may grant in accordance with its authority to do so as provided herein. If found in compliance with the restrictions and requirements or within authorized variances herein, a letter of approval, together with any qualifications or modifications required, will be prepared for execution by both the Architectural Control Committee and the Owner of the applicable Lot and/or the builder. Such approval shall be dated and shall be effective for eighteen (18) months thereafter.

If construction of the improvements has not begun (to be based on the setting of foundation forms) within said period, then approval of the Architectural Control Committee shall again be required in accordance herewith.

- (c) If found not to be in compliance with the restrictions and requirements or within the authorized variances herein, one (1) set of the plans and specifications shall be returned to the Owner marked "Disapproved", together with a statement of items found not to comply.
- (d) If no action is taken on the plans and specifications within thirty (30) days after their delivery to the Architectural Control Committee, they shall be deemed approved on the thirtieth (30) day after such delivery, provided, however, that the failure of the ACC to take within the thirty day period shall not operate to permit any improvements to be commenced, erected, placed, constructed, altered, or maintained on the Lot in a manner inconsistent with any restriction or requirement of this Declaration.
- (e) The Architectural Control Committee may from time to time promulgate and publish an outline of minimum acceptable construction standards and specifications so long as same are not less stringent than those set forth hereinbelow. If so established and published, such standards and specifications shall be deemed to be a part of this Declaration as if fully set forth herein, and shall be operative and binding on all Owners prospectively while same are in effect.
- (f) The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions and requirements herein imposed, or meet its minimum construction or architectural design requirements, or that might not be compatible, in the sole discretion of the Architectural

Control Committee, with the design and overall character and aesthetics of The Subdivision.

Section 2. Limitation of Liability. The Declarant, the Association and the Architectural Control Committee, as well as their agents, employees, or authorized representatives, shall not be liable to any Owner or to any other party for any loss, claim, or demand asserted on account of their administration of their duties pursuant to this Declaration, unless otherwise expressly provided elsewhere herein.

No approval of plans and specifications and no publication of minimum standards and specifications shall ever be construed as representing or implying that such plans and specifications and published standards will, if followed, result in a properly designed or constructed residence and shall in no event be construed as representing that any residence will be constructed in accordance therewith will be built in a good, workmanlike manner.

The acceptance of a deed or other conveyance of a Lot shall be deemed a covenant and agreement on the part of the Owner, his heirs, successors, and assigns that the Declarant, the

Association, and the Architectural control Committee, their agents, employees, and representatives, shall have no liability hereunder.

Section 3. Committee Membership. The Architectural Control Committee shall be initially composed of Renee West, Gary Schwing, and M.E. McGuire, who by a majority vote may designate a representative or representatives to act for them. In the event of death or resignation of any member or members of the Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority, and power to carry out the functions of the Architectural Control committee as provided herein, or to designate a representative with like right, authority, and power.

Section 4. Transfer of Authority to the Association. The duties, rights, powers, and authority of the Architectural Control Committee may be assigned at any time, at the option of a majority of the members of the Committee, to the Board of Trustees of the Association, and from and after the date of such assignment, and the acceptance thereof by such Trustees, the Board of Trustees of the Association shall have full right, authority, and power, and shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

If no such transfer has been made, on the date the last Lot in the Subdivision is sold to an individual Owner or on January 1, 2012, whichever is earlier, the transfer will be deemed to have occurred.

Section 5. Minimum Construction Requirements. The following minimum construction requirements which must be complied with erection and maintaining of improvements together with on the Lots, any additions or alterations thereto:

- (a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot. All residential structures situated on any Lot shall have not less than sixty percent (60%) masonry construction, or its equivalent, at the discretion of the Architectural Control Committee, on the exterior wall area (excluding windows, doors, garage doors), unless other types of materials are expressly approved by the Architectural Control Committee. The masonry shall be of the type and the color as approved by the Architectural Control Committee.

Any other exterior materials must be stained or painted with certain colors as approved by the Architectural Control Committee.

- (b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot (including, but not limited to, underground watering systems) and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceiling, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile, or other similar floor covering) shall be completed, not later than six (6) months following the commencement of construction. For the purposes hereof, the term commencement of construction shall be deemed to mean the date on which the foundation forms are set.

(c) A concrete sidewalk not wider than four feet (4') wide will be constructed from the street adjacent to the front of each Lot or from the driveway for such Lot to the front of the residential structure to be situated thereon. A four foot wide sidewalk shall also be constructed parallel to the street along the front of the Lot from one side to the other. No other sidewalks shall be permitted on any Lot without the express written consent of the Architectural Control Committee. The plans for such residential building on each of said Lots shall include plans and specifications for such sidewalk, and same shall be constructed and completed before the main residence is occupied.

(d) No window or wall type air conditioners shall any be permitted on or in building in any part of The Subdivision. e

(e) Each house built on the Lots shall contain both gas central comfort heating appliances and gas water heating. In the event that the house does not use gas and a nonutilization fee is charged by the gas company, Owner of such Lot shall be responsible for the payment of such fee to the extent same results from the non-use of gas by Owner.

(f) Each residence shall have a mailbox of the type and design as specified by the Architectural Control Committee, examples of which shall be maintained in the office of the Architectural Control Committee. The cost of installing such mailbox and the maintenance and repair thereof shall be the expense of the Owners.

(g) Landscaping shall be done in the front of all newly constructed residential structures at the time the residential structure is being completed and before occupancy. The landscaping shall include fully sodded front and side yards, two (2) trees at least four (4) inches in diameter for pine and 2 1/2 inches in diameter for hardwood, and hedges around the front and extending at least three (3) feet down either side of the house. Any house constructed on a corner lot must also have landscaping down the entire side of the house facing the side street. A landscaping plan and fence plan must be approved by the Architectural Control Committee. Builder shall maintain the lawn and landscaping until Lot is sold.

(h) No structure situated on any Lot shall have wood shingle roofs.

(i) No antenna for transmission or reception of Ham radio signals, citizen band signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, except those which are located totally within the structure situated on said Lot. No Ham radio or citizen band signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may interfere with the reception of television or radio signals of any other Lot in The Subdivision.

No television reception antenna may be erected on any property except with prior approval of the Architectural Control Committee. No such antenna will be approved unless it is sited on the property to be as unobtrusive as possible. The Architectural Control Committee shall have the right to promulgate guidelines for placement of television reception antennas.

- (j) No satellite dish over one meter in width shall be allowed in public view in the Subdivision. Any satellite dish one meter or less in width must have approval of the Architectural Control Committee. Any such dish must be placed to be as unobtrusive as possible. The Architectural Control Committee will have the right to promulgate guidelines for placement of satellite dishes one meter or less in width.
- (k) No solar panels will be allowed without specific written approval by the Architectural Control Committee.
- (l) Each Lot in the Subdivision shall be graded and appropriate drainage facilities installed to provide for drainage from the rear of each Lot to the street adjacent to the Lot. The manner and method of such drainage shall be specified by the Architectural Control Committee, and the plans and specifications for each residence shall include specifications therefor. Said system shall meet Federal Housing Authority requirements and be completed prior to the occupancy of the residence of the Lot, and the Owner shall do nothing that will interfere with such drainage, and shall maintain such at all times for the purpose for which it was constructed.
- (m) No flagpole shall be permanently erected on any lot unless written approval has been obtained from Architectural the Control Committee.

Section 6. Size of Residence. No residential structure erected on any Lot shall have more than two (2) stories. The ground floor area, exclusive of open porches and garages, shall not be less than fourteen hundred (1,400) square feet for a one (1) story home. The ground floor area plus the upper floor area of a one and one-half (1 1/2) or two (2) story home shall not be less than two thousand (1,600) square feet.

Section 7. Building Location. The building setback lines for each Lot shall be as following:

- (a) Front Building Setback. No structure shall be located between the building set back lines shown on the Subdivision Plat and the street. For those Lots which do not have a building setback line specified on the Subdivision Plat, no structure shall be located thereon nearer to the front Lot line than twenty five (25) feet therefrom, unless such minimum setback is waived in writing by the Architectural Control Committee to reasonably allow for proper orientation and construction of the residential structure on the Lot.
- (b) Rear Building Setback. No main residential building nor any part thereof shall be located nearer to the rear Lot line than the interior line of the utility easement across the back of the Lot as shown on the Subdivision Plat.
- (c) All builders will comply with the Subdivision Ordinances.

Unless otherwise approved in writing by the Architectural Control Committee, each main residential structure will face the front of the Lot. Each garage shall be provided with driveway access from the front of the Lot, unless otherwise approved in writing by the Architectural Control Committee. For the purpose of this Declaration, the front Lot Line of each Lot shall be the property line having the shortest dimension abutting a street.

Without limiting the authority granted in Section 1 of this Article VIII the Architectural Control Committee shall have absolute discretion to determine the orientation and location of the front elevation of the residential structure with respect to the front building setback line and may require, in its sole

discretion, that such front elevation be situated on or a specified distance behind such front building setback line.

Section 8. Walls, Fences, and Hedges. No walls, fences, or hedges shall be erected or maintained nearer to the front Lot line of any Lot, than the building setback lines as shown on the Subdivision Plat or as provided for in Section 7 of this Article. Any side fences and walls must be no more or less than six (6) feet in height unless a variance is granted by the Architectural Control Committee.

These provisions for side and rear fences or walls may be altered only upon written approval of the Architectural Control Committee.

Fences shall be of ornamental iron, wood, masonry construction, or other materials approved in writing by the Architectural Control Committee. No chain link fences shall be permitted on any Lot.

The Architectural Control Committee may at any time and from time to time promulgate rules and regulations pertaining to fencing, which may include such matters as height, location, type and maintenance, and in such event said promulgated rules and regulations shall be as effective as if they were specifically set forth in this Declaration and any Supplemental Declarations.

Ownership of any wall, fence or hedge erected on a Lot by Declarant shall pass with title to such Lot and it shall be the Owners' responsibility to maintain said fence thereafter. In the event of default on the part of such Owner of any Lot in maintaining said fence and such failure continuing after ten (10) days' written notice, Declarant or its successors or assigns may, at their option, without liability to any Owner or occupant in trespass or otherwise, enter upon the Lot and cause the fence to be repaired or maintained or to do any other thing necessary to secure compliance with this Declaration or any Supplemental Declaration, so as to place the fence in a satisfactory condition, and may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of such Lot, to pay such statement immediately upon receipt thereof.

In the event of joint ownership, each owner shall be liable for the payment of his proportionate share of any such statement, based upon his percentage of usage thereof.

Each such charge, together with interest and costs of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such charge, and shall be collectable as provided in Article VI of this Declaration.

No hedge or shrub shall obstruct sight lines at elevations between two (2) and six (6) feet above the streets on any lines and a line connecting same at points twenty-five (25) feet from the intersection of the street curbs. All trees shall be maintained so as to comply with this provision; that is, no limbs, foliage, or other parts thereof shall obstruct sight lines at said elevations.

Section 9. Address location and specification. Address will be shown on cast stone with location, size and color approved by the Architectural Control Committee.

ARTICLE VIII

Building and Use Restrictions

Section 1. Residence Buildings. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a Single Family dwelling designed for use as a Single Family Home including a garage and bona fide servants quarters. No structure shall be occupied or used until

the exterior construction is complete. Each single family residence situated on a Lot shall have a garage for not less than two (2) nor more than three (3) automobiles.

The garage doors shall be kept closed at all times except upon entering and exiting of automobiles. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No owner or other occupant shall use or occupy his Lot or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use.

No Lot shall be used or occupied for any commercial business, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not. A single house or any lot may be leased in its entirety to a single family, but may not be subleased or leased to any other parties.

Section 3. Temporary and Other Structures. No structure of a temporary character, no trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building shall be placed on any Lot either temporarily or permanently, and no residence house or other structure shall be moved onto any Lot from another location except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon properties in The Subdivision as in its sole discretion may be necessary during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements in The Subdivision. Such facilities may include, but not necessarily be limited to, a temporary office building, storage *areal* signs, portable toilet facilities and sales office.

Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operation in The Subdivision, but in no event, shall a builder have such right for a period in excess of six (6) months from the date of substantial completion of his last residence in The Subdivision.

Section 4. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the common Areas/Retention, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance.

Section 5. No driveway shall be used for the storage of any automobile or other *vehicle*, except those in day to day use off the property. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, recreational vehicles, or motor or mobile homes shall be permitted to be parked on any street, or on any street. Passenger cars and trucks equal to or less than three-quarters of a ton may be parked on the street in front of the lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Common Area.

Section 6. The use or discharge of firearms, firecrackers, or other fireworks in The Subdivision is prohibited. No motor bikes, motorcycles, motor scooters, "go carts", or other similar vehicles shall be permitted to be operated in The Subdivision, if, in the sole judgment of the board of Trustees of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance. No exterior speaker, horn, whistle, bell or other sound device, except security devices installed in accordance with approved specifications, shall be located, used or placed on any Lot.

Section 7. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the public, health, sanitary, building, or fire codes, regulations or instruction relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 8. Signs. Except for signs, billboards, or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this Section 8 are expressly transferred, no sign of any kind shall be displayed to the public view on any Lot or the Common Areas, except the following:

- (a) Builders may display one (1) sign if not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period;
- (b) Any Owner may display one (1) for sale or rent sign if not more than five (5) square feet on a Lot improved with a residence; and
- (c) Political signs may be displayed as allowed by guidelines that may be promulgated by the Board of Trustees.

Declarant or its agent shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection with or arising from such removal.

Section 9. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Area, except that dogs, cats, and other common household pets (not to exceed two (2) animals) may be kept, but they shall not be bred or kept for commercial purposes. No animals shall be allowed outside of the residence and the rear yard thereof unless on leash and attended by the Owner or his designee.

Section 10. Removal of Dirt. The digging or the removal of any dirt from any Lot or from any portion of the Common Area is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 11. Garbage and Refuse Storage and Disposal. All Lots and the Common Area shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Area shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with sanitary, tightly-fitting covers or lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall

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either be removed from the Lot, or stored in a suitable enclosure on the Lot. There is hereby reserved in favor of the Association the determination of whether garbage disposal in The Subdivision shall be effected by public authority or through private disposal service, and in either event the Garbage Collection Charge shall be the responsibility of the Owner and collectable as provided in Article VI, Section 2 of this Declaration. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. Prior to construction, all home builders will designate an area for construction trash, said area must be previously approved by Architectural Control Committee, and builder must have all lots and streets clean of all debris by 5:00 Friday, after which time the Association will have the right to clean said area and charge the builders for the cost of clean-up.

Section 12. Septic Tanks. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot, or other portion of The Subdivision.

Section 13. Access. No driveways or roadways may be constructed on any Lot to provide access to or from any adjoining Lot or other portion of The Subdivision, unless the express written consent of the Architectural Control Committee first shall have been obtained.

Section 14. Driveways. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

Section 15. Clotheslines. No outside clothesline shall be constructed or maintained on any lot within sight of the Common Area, any street, or any adjacent lot.

Section 16. Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the lot line. All lines will be underground.

Section 17. Minimum Lot Area. No Lot shall be re-subdivided. There shall also be no combining of Lots without prior written Architectural Control Committee approval.

Section 18. Drilling and Mining Operations. No oil drilling, water drilling or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon

any Lot. This prohibition does not preclude drilling on a platted, designated drill site.

Section 19. Building and Lot Maintenance.

(a) The Owners or occupants of all Lots shall at all times keep the structures situated thereon in good repair, including but without limitation, proper upkeep, maintenance and painting, so as to continually comply with these covenants and restrictions. No windows shall be covered with aluminum foil or other similar material. The Board of Trustees may promulgate exterior maintenance guidelines which shall be enforceable as if they were included in this Declaration.

(b) Any building partially or totally destroyed by any means shall be repaired to its former condition within a reasonable period of time, but not to exceed six (6) months, or same shall be leveled and the Lot restored to an orderly and attractive condition, within the same period. In the event the provisions of this Section are

not complied with to the satisfaction of the Architectural Control Committee, the Committee shall refer such to the Board of Trustees of the Association. The Association may cause such restoration or leveling and the provisions for recovering the cost of such work as set forth in Paragraph (d) of this Section shall be applicable.

- (c) The Owners of occupants of all Lots shall at all times keep all weeds and grass cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, nor permit the accumulation of garbage, trash or rubbish of any kind thereon.

The Owners or occupants of all Lots shall remove and replace all dead or diseased plants. No trees shall be cut or removed on any Lot, unless such act is to remove damaged or diseased limbs or trees or unless such is necessary for the compliance with other provisions of Section 8 of Article VII applicable to sight lines for street intersections, or unless within two (2) feet of a foundation or in a driveway.

The owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, ponds or other facilities where the rear yard or any portion of the lot is visible to full public view, shall construct and maintain a suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

- (d) In the event of default on the part of the Owner of occupant of any Lot in observing the above requirements, such default continuing after ten (10) days' written notice thereof, the Association or the Declarant, its successors and assigns, may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause such maintenance to be performed or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work by submitting to such Owner or occupant a statement setting forth the nature and cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such charge shall become part of the assessment lien and is collectable as allowed by Article VI of this Declaration.

Section 20. Use of Common Area. There shall be no obstruction of any part of the Common Area, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No owner shall appropriate any part of the Common Area to his exclusive use, nor shall any Owner do anything which would violate the easement, rights and privileges of any Owner in regard to any portion of the Common Area which is intended for the common use and benefit of all Owners.

Except as may be herein permitted, no Member shall plant place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure, or improvements or store any of his personal property on the Common Area without the written consent of the Association.

The Association or its agent shall have the right to remove anything placed on the Common Area in violation of the provisions

of this Section and in so doing shall be entitled to recover the cost of such removal from the Owner responsible in accordance with the provisions set forth in Section 19 of this Article. In addition, the Association, or its agents, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection with or arising from such removal.

ARTICLE IX

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Subdivision, and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2021. Upon the expiration of such initial term, all of the covenants and restrictions of this Declaration shall be automatically extended for successive periods of ten (10) year extension periods.

The covenants and restrictions contained in this Declaration may be amended or terminated only by an instrument signed by the Owners of two-thirds (2/3ds) of the Lots in The Subdivision and properly recorded in the appropriate records of Montgomery County, Texas.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Regular Maintenance Fund, or any Owner at his expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservation, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any branch or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. Prior to the sale of any Lot, The Declarant shall have and reserves the right, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing hereon, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 4. Interpretation. All provisions of this Declaration shall be liberally construed to carry out the intent of the Restrictions.

Section 5. Omission. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby

declared that such omission was unintentional and the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 6. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed first class, postage prepaid, to the last known address of the person who appears as Member or Owner of the records of the Association at the time of such mailing.

Section 7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability. Invalidation of anyone or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

Section 9. General Provisions - FHA/VA Approvals. As long as there is a Class B Membership, the following action will require the approval of the Federal Housing Administration or Veterans Affairs: Annexation of additional property, dedication of common areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned Declarant, joined by Meridian Homes, Inc., a Texas Corporation and owner of Lots in Section One, have executed this Declaration to be effective this the 11th day of July 1997, but effective as of March 31, 1997.

Oakridge Associates,
a Texas Limited Liability
Partnership

By: Schwing Houston, L.L.C.
General Partner

BY: Gary D. Schwing, Manager

Meridian Homes, Inc.
a Texas Corporation

By: Gary Cleary, President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11th day of July, 1997, by Gary D. Schwing, Manager of Schwing Houston, L.L.C., General Partner of Oakridge Associates, a Texas Limited Liability Partnership.

KINDRA SELBY
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-03-2000

Kindra Selby
Notary Public, in and for the
State of Texas

THE STATE OF TEXAS §
COUNTY OF ~ §

This instrument was acknowledged before me on the 11th day of July, 1997, by Gary Cleary, President of Meridian Homes, Inc., a Texas Corporation.

LAURA ANNE BLOOMFIELD
NOTARY PUBLIC
State of Texas
Comm. Exp. 01-18-2001

Laura Anne Bloomfield
Notary Public, in and for the
State of Texas

Being all that certa ." tract or parcel of land c... ..aining 78.5373 acres
'of land situated in the Montgomery County School Land Survey, Abstract

- No. 350, Montgomery County, Texas, and same being out and a part of the Replat of Oak Ridge North Section "B" as shown on a map or plat recorded in Cabinet "A", Sheet "47-A" of the Montgomery County Map Records, said 78.5373 acre tract being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at a 1/2 inch iron pipe found for the Southeast corner of Lot IS, Block 5, of the Oak Ridge North Section "A", a plat of which is shown in Volume 9, Page 7, M.C.M.R. and same being at the intersection of the centerline of a Sinclair Pipeline Easement, fifty feet in width as described in Volume 422, Page 86, M.C.D.R., with the north right-of-way of Pan American Pipeline Company Easement, thirty feet in width as described in Volume 377, Page 299, M.C.D.R.j

THENCE North 25 degrees 07 minutes 24 seconds West. a distance of 14.43 feet to a 1/2 inch iron rod set for the PLACE OF BEGINNING;

THENCE North 25 degrees 07 minutes 24 seconds West, a distance of 2048.33 feet with the east line of said Oak Ridge North Section "A" to a 1/2 inch iron rod set in the south line of the Spring Oaks Section One Subdivision, shown on a map recorded in Volume 7, Page 293, of the Map Records of Montgomery County for the Northwest corner of this tract;

THENCE North 87 degrees 32 minutes 32 seconds East, pass at 686.87 the Northwest corner of the 6.3308 acre exception tract and same being in the west line of an existing drainage ditch, pass at 864.13 feet the Northeast corner of said exception tract, and continuing for a total distance of 1879.45 feet with the south line of the Spring Oaks Subdivision to a 1/2 inch iron rod found in the west right-of-way of the Missouri Pacific Railroad right-of-way as described in Volume X, Page 574, of the M.C.D.R. for the Northeast corner of this tract;

THENCE South 14 degrees 39 minutes 34 seconds East, pass at 1184.91 feet the lower Northeast corner of the exception tract and the north right-of-way of the existing drainage ditch, at 1328.30 feet pass the Southeast corner of the exception tract and crossing the south right-of-way of the drainage ditch, and continuing along and with the west right-of-way of the railroad a total distance of 1980.46 feet to a 1/2 inch iron rod found in the north right-of-way of Richardson Road, a county road sixty feet in width for the Southeast corner of this tract;

THENCE South 86 degrees 27 minutes 53 seconds West, a distance of 571.26 feet with the north right-of-way of Richardson Road to a 1/2 inch iron rod set for a point of intersection;

THENCE North 02 degrees 31 minutes 07 seconds West, a distance of 195.45 feet to an interior corner of this tract;

THENCE South 87 degrees 28 minutes 53 seconds West, a distance of 210.00 feet to a 1/2 inch iron rod set for an angle point;

THENCE South 87 degrees 24 minutes 40 seconds West, a distance of 174.52 feet to an angle pointj

THENCE South 55 degrees 12 minutes 53 seconds West, a distance of 124.10 feet with the south line of this tract to a 1/2 inch iron rod set for an angle point and same being within a Pan American Pipeline Company thirty (30) foot pipeline right -of -way as described in an instrument recorded in Volume 377, Page 299, M.C.D.R.;

THENCE South 2 degrees 30 minutes 53 seconds East, a distance of 359.94 feet to a 1/2 inch iron rod set for corner;

THENCE South 87 degrees 55 minutes 19 seconds West, a distance of 862.85 feet to a 1/2 inch iron rod set for corner;

THENCE North 4 degrees 16 minutes 34 seconds West, a distance of 205.51 feet to a 1/2 inch iron rod set for cornerj

THENCE North 70 degrees 24 minutes 23 seconds East, a distance of 255.55 feet to the PLACE OF BEGINNING encompassing 3421081 square feet or 78.5373 acres, save and except that certain 6.3308 acres of land which lies within an existing drainage ditch for a net, acreage of 72.2065 acres or 3145315 square feet.

EXHIBIT "A"

