

186-03-0347

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS)

THAT THIS DECLARATION is made on the date hereinafter set forth by PARKWAY RESIDENTIAL DEVELOPMENT, a Joint Venture, composed of LONNIE D. HARRISON, Trustee and PARKWAY RESIDENTIAL CORPORATION, a Texas corporation, acting herein by and through its duly authorized officers, which entity is herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Harris County, Texas, which is described as follows:

A tract of land in Harris County, Texas, which has been subdivided and platted as PARKWAY FOREST, ~~SECTION SIX~~, according to the recorded plat of said tract as prepared by Edminister, Hinshaw & Associates, Inc., Engineers, under date of February, 1977, more fully described as follows: PARKWAY FOREST, SECTION SIX, a tract of land containing 8.90 acres of land out of the A. J. Holder Survey, A-322, according to the map or plat thereof recorded in Volume 254, Page 74, of the Map Records of Harris County, Texas, hereinafter referred to as "the Subdivision";and

1.00

WHEREAS, it is deemed to be in the best interest of the Declarant and of the persons who may purchase lands described in and covered by the above mentioned part that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

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

ARTICLE I

Declarant hereby adopts those Covenants, Conditions and Restrictions affecting Parkway Forest, Section One (1) and declares such Covenants, Conditions

M.P.A.
5/10/77

186-03-0343

and Restrictions, as amended, to henceforth affect and apply to Parkway Forest Section Six (6) as if the same were written herein, such Covenants, Conditions and Restrictions being of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. D642529 (Film Code No. 147-32-0695), and the amendment thereto as recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. D759282, (Film Code No. 154-31-0729).

EXECUTED THIS 6 day of Sept., 1977 at Houston, Harris County, Texas.

DECLARANT:

PARKWAY RESIDENTIAL DEVELOPMENT
A Joint Venture :

Lonnie D. Harrison Trust Sec
Lonnie D. Harrison, Trustee
Co-Venturer

ATTEST:

PARKWAY RESIDENTIAL CORPORATION
A Texas Corporation

Virginia G. Cawthron
Virginia G. Cawthron

BY: John R. Cawthron
John R. Cawthron President
Co-Venturer

ACCEPTED AND AGREED TO this 17 day of Jan., 1977

ATTEST:

PARKWAY FOREST PROPERTY OWNERS
ASSOCIATION, INC.

Maude M. Theis
Maude M. Theis Secretary

BY: Michael P. Andress
Michael P. Andress President

JML
File +

THE STATE OF TEXAS ()
COUNTY OF HARRIS)

186-03-0949

BEFORE ME, the undersigned authority, on this day personally appeared Lonnie D. Harrison, 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, and as the act and deed of Parkway Residential Development, a joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of January, 1977.

Wilma D. Grove
Notary Public in and for
Harris County, T E X A S
WILMA D. GROVE
Notary Public in and for Harris County, Texas
My Commission Expires September 30, 1978
Bonded by Alexander Lavett, Lawyers Surety Corp.

THE STATE OF TEXAS ()
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John R. Caution, President of Parkway Residential Corporation, a Texas corporation, known to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation and of Parkway Residential Development, a Joint Venture, and that he executed the same as the act of said corporation and Joint Venture and for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of September, 1977.

Nancy MacIntyre
Notary Public in and for
Harris County, T E X A S
NANCY MACINTYRE

THE STATE OF TEXAS ()
COUNTY OF HARRIS) (CORPORATE ACKNOWLEDGEMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Maude M. Theis and Michael P. Andress, known to me to be the persons and officers whose names subscribed to the foregoing instrument, and acknowledged to me that same was the act of said Parkway Forest Property Owners Association, Inc., a corporation, and that he executed the same as the act of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of January, 1978.

Marty Surprise
Notary Public in and for
Harris County, T E X A S

MARTY SURPRISE
Notary Public Harris County, Texas
My Commission Expires 12-31-1979

Handwritten initials and signature

Return To:
ALLIANCE TITLE COMPANY
715 FIRST INTERNATIONAL BANK BLDG.
HOUSTON, TEXAS 77002

Handwritten initials

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All documents, additions and changes were present at the time the instrument was filed and recorded.

Sec. 1, 5, 6

P.O. BOX 23044
Houston, Texas 77028

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HOWARD W. EDMUNDS, Trustee, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Harris County, State of Texas, which is more particularly described as follows:

A tract of land in Harris County, Texas, which has been subdivided and platted as PARKWAY FOREST, SECTION ONE according to the recorded plat of said tract as prepared by Edminster, Hinshaw & Associates, Inc., Engineers, under date of January, 1972, more fully described as follows: PARKWAY FOREST, SECTION ONE, a tract of land containing 55.9919 acres of land out of the A. J. Holder survey, A-322, according to the map or plat thereof recorded in Vol. 194, Page 119, of the Map Records of Harris County, Texas, hereinafter referred to as "the Subdivision;" and

WHEREAS, it is deemed to be in the best interest of the Declarant and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Parkway Forest Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

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

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

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

Reserve "A", including a clubhouse and swimming pool, per recorded Plat.

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

Section 6. "Declarant" shall mean and refer to HOWARD W. EDMUNDS, TRUSTEE, his successors and assigns if such successors or assigns should acquire more than one undeveloped lot for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; and

(d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the owners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association prior to the conveyance of the first lot, free and clear

of all encumbrances and liens, prior to the conveyance of the first lot. As a right running with the real property, ownership of each lot shall entail the use and enjoyment of all walks, pavement, drives, parking areas, entrance and exits owned by the Association, and there shall always be access to and from each lot to a street without hindrance. Title to the Common Area shall remain undivided in the Association so as to preserve the rights of the owners with respect to their use and enjoyment of the Common Area.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. Member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 1976, whichever date occurs earlier.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The Declarant, for each lot owned with the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent

assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvements and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and to the residences situated upon the properties.

Section 3. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership in conformance with the yearly rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July or not more than 3% above the maximum assessment for the previous year, whichever is greater.

(b) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula, provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less

than 30 days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of 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 (50%) 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 6. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

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

Section 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. The following property subject to the Declaration shall exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority

- (b) The Common Area; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas. However, no land or improvements devoted to dwellings use shall be exempt from said assessments.

Section 11. The Association shall have the authority to and shall obtain insurance for all buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall obtain a broad form public liability policy covering the Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Such insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses, and all such insurance obtained by the Association shall be written in the name of the Association as Trustee. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgage, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners as established in Section 1 of Article IV above, to make up for any deficiency for repair or rebuilding of the Common Area.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, materials, height, and location of the proposed construction shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or the Architectural Control Committee composed of three or more repre-

representatives appointed by the Board. In the event the Board or its Architectural Control Committee fails to approve or disapprove the proposed design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
EXTERIOR MAINTENANCE

The association shall provide exterior and internal maintenance of the Common Area and all improvements thereon, including the swimming pool and club or bath house.

ARTICLE VII
USE RESTRICTIONS

Section 1. No lot within the Subdivision shall be used for any purpose other than single-family residential, except for Reserve "A", which shall be restricted for recreational purposes to provide recreational facilities for residents and owners of the Subdivision. The term "residential", as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, mobile homes, apartment houses, townhouses, boarding houses, hotels, and motels, including commercial and professional uses whether from homes, residences, or otherwise, and all such uses of the property are hereby expressly prohibited. No building shall be erected, altered, placed, or permitted to remain on any lot within the Subdivision other than a detached single-family dwelling not to exceed two stories in height, and a private garage for not more than three cars.

Section 2. Not more than one residence shall be placed upon any one lot, and not more than one family shall reside in each residence.

Section 3. During the period of construction and sales, the Declarant shall be permitted to maintain a sales office upon any location in the Subdivision.

Section 4. No building shall be placed or maintained on any lot nearer to the street than the front building set-back line, as shown on the plat. Further, no residence shall be located within five feet of the side lot line, except for corner lots, in which case all structures shall be located within the building lines shown on the plat.

Section 5. No residential structure shall be erected or placed on any lot which has an area of less than 1,000 sq. ft., exclusive of porches, patios, carports, and garages.

Section 6. No trailer, mobile home, tent, shack, garage, barn, basement or other outbuilding erected upon the lots within the Subdivision shall at any time be

used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 7. The exterior walls of all residences to be constructed within the Subdivision shall consist of at least fifty-one percent (51%) brick, brick veneer, concrete, or other masonry-type construction.

Section 8. All fences constructed within the Subdivision shall not exceed six feet in height, and shall not extend closer to the street than the front building line of the lot upon which it is located.

Section 9. No spiritous, vinous, or malt liquors, or medicated bitters capable of producing intoxication, shall be sold or offered for sale on any lot within the Subdivision. Further, no premise or any part thereof, shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the state of Texas, the United States of America, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any lot within the Subdivision.

Section 10. No noxious or offensive trade or activity shall be carried on upon any lot within the Subdivision, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 11. The raising or keeping of hogs, poultry, fowls, or other livestock on any lot within the Subdivision is strictly prohibited.

Section 12. No repairing of motor vehicles shall be permitted on lots within the Subdivision. No "For Sale" signs may be placed upon any motor vehicle located on lots or parked on streets within the Subdivision. No motor vehicle shall be left parked, abandoned, or otherwise left unattended on any street within the Subdivision for more than five days. No motor vehicle which is not in operating condition, or is not bearing current license plates, shall be placed or permitted to remain on streets within the Subdivision or on driveways in front of the rear walls of residences. No construction machinery, dump trucks, tractors, mowers, blades, etc., shall be permitted to be parked upon any lot within the Subdivision.

Section 13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, and other waste material. Such material shall be kept in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be screened so as not to be visible from the street.

Section 14. No boats or boat trailers shall be parked on streets within the

Subdivision or upon driveways closer to the street than the front building line of any lot.

Section 15. No freezers, refrigerators, washers, dryers, or other household appliances shall be permitted on patios, carports, or any portion of a lot in such a position as to be visible from the street.

Section 16. No window or door of any residence shall be covered with metal foil or other objectional material.

Section 17. Not more than one sign of not more than five square feet in area shall be displayed to the public view on any lot within the Subdivision, such sign being permitted for advertising the property for sale or rent; however, signs may be used by builders or the Declarant during the construction and sales phase of the development.

Section 18. All residences and accessory structures, including the ground surrounding such structures, shall be kept in good condition, and structures shall be painted when necessary to preserve the attractiveness thereof.

Section 19. The digging of dirt or the removal of dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of a lot. No trees shall be cut or removed except in connection with the construction or improvements, or to remove dead or unsightly trees.

Section 20. The use of window air conditioning units within the Subdivision is specifically prohibited.

Section 21. The use of guns, air rifles, bows and arrows, or other dangerous devices is prohibited within the Subdivision.

Section 22. No oil, gas, or water drilling or development operations of refining quarrying or mining operations or any kind shall be permitted within the Subdivision. No derrick or other structure designed for use in exploring for or producing any mineral shall be erected, maintained or permitted upon any lot.

Section 23. Drying of clothes shall be confined to individual rear yards or other areas which are screened by adequate planting or fencing so as not to be seen from neighboring lots and streets.

Section 24. Nothing contained herein shall serve to restrict or reserve in any manner any land other than the land described in the recorded plat of the Subdivision.

Section 25. The Declarant shall cause to be organized under the laws of the State of Texas a non-profit corporation known as the "Parkway Forest Property Owner's Association, Inc." (hereinafter referred to as the "Association") which shall have

the specific purpose of enforcing, collecting and receipting for the service charge herein imposed upon the lots within the Subdivision, and for the further purpose of managing, controlling and expending the funds derived therefrom. Membership in the Association shall be restricted to the record owners of lots within the Subdivision, including all future sections in the development which are encumbered with an equivalent service charge as herein established, provided however, that each future section of the development, to be entitled to the benefits of this service charge fund, shall be impressed with and subjected to the annual service charge and assessment as outlined in Article IV herein.

Section 26. The owner of any lot within the Subdivision shall have the right to inspect the books of record of the Association at any reasonable time.

Section 27. An underground electric distribution system will be installed in that part of Parkway Forest Subdivision, Section One, designated Underground Residential Subdivision, which underground service area shall embrace all lots within the Subdivision. 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 owner'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 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 28. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other lots, but each owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his lot.

Section 29. Easements for the installation and maintenance of utilities

drainage facilities are reserved as shown on the Plat and instruments recorded in the office of the County Clerk of Harris County, Texas, and by instruments that may hereafter be recorded in said office as provided in this Article. Copies of these shall be kept on file in the principal office of the Association. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be had at all times over dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

Section 4. Annexation of additional properties, mergers, and consolidations shall require the assent of two-thirds (2/3) of each class of membership, at a meeting duly called for this purpose, in accordance with the procedure outlined in Article IV, Section 5, above.

Section 5. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical change required to make the provisions thereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 4. As long as there is a Class B membership, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 25th day of April, 1972.

DECLARANT:
By: Howard W. Edmunds, Trustee
Howard W. Edmunds, Trustee

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared HOWARD W. EDMUNDS, Trustee, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 25th day of April, 1972.

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

LIENHOLDER'S JOINDER

We, the undersigned, being officers of the Capital National Bank, Houston, Texas, James H. Brock, Vice President, and Carmelita Auston, Assistant Cashier, said Capital National Bank being the owner and holder of liens against the above-described property, do hereby record, as such lienholder, join Howard W. Edmunds, Trustee, in placing and imposing the foregoing restrictions, covenants, and conditions of Parkway Forest subdivision, Section One.

James H. Brock
James H. Brock, Vice President

Carmelita Auston
Carmelita Auston, Asst. Cashier

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared JAMES H. BROCK, Vice President of the Capital National Bank, a Texas corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of April, 1972.

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

156-02-0912

ARTICLE I

Declarant hereby adopts those Covenants, Conditions and Restrictions affecting Parkway Forest, Section One (1) and declares such Covenants, Conditions and Restrictions, as amended, to henceforth affect and apply to Parkway Forest Section Five (5) as if the same were written herein. Such Covenants, Conditions and Restrictions being of Record in the office of the County Clerk of Harris County, Texas, under clerk's file #D642529 (film code #147-32-0695), and the amendment thereto as recorded in the office of the County Clerk of Harris County under clerk's file #D759282, (film code #154-31-0729).

EXECUTED this 9th day of December, A.D. 1976 at Houston, Harris County, Texas.

DECLARANT
PARKWAY RESIDENTIAL DEVELOPMENT
A Joint Venture

By: Lonnie D. Harrison
Lonnie D. Harrison, Trustee
Co-Venturer

By: PARKWAY RESIDENTIAL CORPORATION
A Texas Corporation
Co-Venturer

ATTEST: ~~TO SEAL ADOPTED~~
Amy L. Leach
Its Secretary

By: James L. Fulmer
Its President

ACCEPTED AND AGREED TO this 7th day of November, 1976.

ATTEST:
Maudie Marie Steis
Its Secretary

PARKWAY FOREST PROPERTY OWNERS ASSOCIATION, INC.
By: Boyd R. ...
Its President

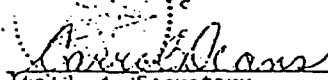
LIENHOLDER'S JOINDER

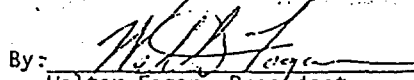
156-02-0913

We, the undersigned, being officers of Republic of Texas Savings Association, Port Arthur, Texas, Walter Fagan, President and Carrol Deans, Secretary, said Republic of Texas Savings Association being the owner and holder of liens against the above-described property as shown of record, as such lienholder join Lonnie D. Harrison, Trustee, as Co-Venturer of Parkway Residential Corporation, a Joint Venture, and James L. Fatheree, Jr., President of Parkway Residential Corporation, Co-Venturer, in the Declaration of Covenants, Conditions and Restrictions for Parkway Forest Subdivision, Section Five.

ATTEST:

REPUBLIC OF TEXAS SAVINGS ASSOCIATION

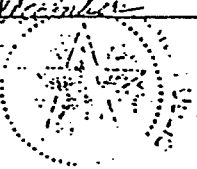

Its Secretary

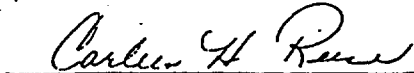
By: 
Walter Fagan, President

THE STATE OF TEXAS ()
COUNTY OF HARRIS ()

BEFORE ME, the undersigned authority, on this day personally appeared WALTER FAGAN, President of Republic of Texas Savings Association, a Texas corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of December, A. D. 1976.




Notary Public in and for
Harris County, T E X A S