

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS |
COUNTY OF HARRIS |

This Declaration, made on the date hereinafter set forth by Eden Corporation, a Texas corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property in SOMMERALL, Section II, a subdivision in Harris County, Texas, described as follows:

All the lots in Sommerall, Section II, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 289 page 125, in the Map Records of Harris County, Texas:

Lots One (1) through Thrity Two (32), Block One (1); Lots One (1) through Forty One (41), Block Two (2); Lots One (1) through Forty Seven (47), Block Three (3); Lots One (1) through Forty (40), Bloock Four (4); Lots One (1) through Sixty Three (63), Block Five (5); Lots One (1) through Fifty Six (56), Block Six (6); Lots One (1) through Forty Eight (48), Block Seven (7); Lots One (1) through Nineteen (19), Block Eight (8).

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described lots in SOMMERALL, Section II, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

Section 1. "Association" shall mean and refer to SOMMERALL HOME-OWNERS' ASSOCIATION, a 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, 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 those certain lots in SOMMERALL, Section II, described above, subject to the Reservations set forth herein and/or in the Subdivision plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot" shall mean and refer to any plot of land as described above.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Recorded subdivision maps of the Properties. The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereof, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the Properties including without limitation certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the subdivision of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the recorded subdivision maps of the Properties for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees

fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the land covered by said easements.

Section 3. Title subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric light, electric power, telephone or telegraph purposes. 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 service 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.

ARTICLE III

Use Restrictions

Section 1. Single family residential construction. No building shall be erected, altered, or permitted to remain on any lot other than one detached single family dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling as previously described in Section II shall have an attached or detached garage or carport for no less than two (2) cars. Nor shall any dwelling exclusive of open porches, carports or garages, or patios be permitted on any lot in this subdivision at a cost of less than \$20,000.00, based upon cost levels prevailing on the date these covenants are recorded. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the lots, or the use of said lots for garage apartments, or apartment houses; and no lot shall be used for business or professional purposes of any kind, nor for any

commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any Lot within said subdivision. A minimum of 50% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction unless otherwise approved in writing by the Architectural Control Committee.

Section 2. Minimum square footage within improvements. Those lots described above as shown on the plat of SOMMERALL, Section II, are restricted to a dwelling with a minimum of One Thousand One Hundred (1,100) square feet of livable area, exclusive of open porches and garages or carports.

Section 3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots, and the plans for and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

Section 4. Location of the improvements upon the lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall be located no less than ten (10) feet from the rear property line. Subject to the provisions of Section 5 below, no part of the house building, carport or garage shall be located nearer than three (3) feet to an interior lot line as long as the adjacent house, carport or garage is no nearer than seven (7) feet from the interior lot line. (There shall always be ten (10) feet between any house, carport or garage.) For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

Section 5. Composite building site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than fifty-five (55) feet.

Section 6. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 7. Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purposes, with the exception of lawn storage or children's playhouses; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 8. Storage of automobiles, boats, trailers and other vehicles. No truck, trailer, boat, automobile, campers or other vehicles shall be stored, parked, or kept on any driveway or in the street in front of the Lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day not to exceed forty-eight (48) hours in duration; provided, however, that nothing herein contained shall

be instructed to prohibit the storage of any used vehicle in the carport or garage permitted on any Lot covered hereby.

Section 9. Mineral operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Animal husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each Lot. Pets are to be kept in house, behind fence or on a leash.

Section 11. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. No fence shall be installed upon the properties until the plans have been submitted to and approved by the Architectural Control Committee.

Section 12. Visual obstruction at the intersections of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 13. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen

following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon 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 undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 14. Signs, advertisements, billboards. Except for signs owned by Declarant or other builders advertising their model homes during the period of original construction and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement, or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

Section 15. Maximum height of antennae. No radio or television aerial wires or antennae shall be maintained on any portion of any Lot forward of the front building line of said Lot; nor shall any free standing antennae of any style be permitted to extend above the roof of the main residential structure on said Lot.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of building plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction

standards by the Architectural Control Committee of SOMMERALL subdivision. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

Section 2. Committee membership. The Architectural Control Committee members shall be three (3) in number, and shall be composed of Christine Keller, Michael S. Gavin and Douglas Eibsen, who by majority vote may designate a representative to act for them. At any time, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 3. Replacement. In the event of death or resignation of any member or members of said 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 authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; provided, that any time after January 1, 1988, by two-thirds (2/3) vote of the members present and voting, the Sommerall Homeowners' Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

SOMMERALL HOMEOWNERS' ASSOCIATION

Section 1. Membership and voting rights. 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. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 1989.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote upon all matters as one group.

Section 3. Non-Profit Corporation. SOMMERRALL HOMEOWNERS' ASSOCIATION, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, lines and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

ARTICLE VI

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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 interests, 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 interests, 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 successor in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of any common areas. The responsibilities of the Homeowners' Association shall include, but not be limited to the maintenance and repair of the walkways, steps, entry gates, or fountain

as, if any; constructing and maintaining parkways, right-of-ways, easements, esplanades and other public areas; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen, if desired, caring for vacant lots and doing other things or things necessary or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 3. Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner of each lot as set forth under Witnesseth on Page 1, within Sommerall subdivision, in monthly installments, commencing on the first day of the month following conveyance of the property to a homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the rate assessed to Homeowners until completion and occupancy of a permanent structure thereon by a Homeowner.

Upon completion and occupancy the assessment for the first year of ownership or any fraction thereof shall be the number of months the lot has been occupied by a homeowner times the monthly assessment rate payable on January 1 for the preceding first year or fraction of the first year. After the first year the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1 of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors as the needs of the subdivision may, in the judgement of the Board of Directors, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$10.00 per Lot per month or \$120.00 per Lot per year, unless increased as provided in Section 4. The Association can collect special assessments as well as annual charges above described whenever the members vote so.

Section 4. Maximum annual assessment. Until January 1, 1980, the maximum annual assessment shall be \$120.00. From and after January 1, 1979, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year with a two-thirds (2/3) vote of each class of membership who are

voting in person or by proxy, at a meeting ly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of maximum, and shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the annual assessment period which shall begin on the first day of January of each year. 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.

Section 5. Effect of nonpayment of Assessments. Any assessment no paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner shall waive or otherwise escape liability for the assessments provided herein by non-use of the Maintenance Area or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there is hereby reserved in each DEED (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; 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 Owner or any such Lot to secure the payment of monies advanced or to be 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 accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. registered mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage

lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular lot covered by such first mortgage lien to the holder thereof. No sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

Section 7. Future Sections. The Association shall use the proceeds of the maintenance fund for the use and benefit of all residents of SOMMERALL, Section II, subdivision, as well as all subsequent sections of SOMMERALL subdivision; provided, however, that each future section of SOMMERALL subdivision, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Upon submission and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, and approval of each stage of development, such future sections of SOMMERALL subdivision may be annexed by the Declarant.

ARTICLE VII

General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these Restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Harris County, Texas. Upon any violation or attempt to violate any of

the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the SOMMERALL HOMEOWNERS' ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration and/ or Veterans Administration: Annexation of additional properties; dedication of common area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

Executed this 5th day of June, A:D., 1979.

ATTEST

By Mary B. Pevatte
Mary B. Pevatte, Secretary
Assistant

GENERAL HOMES CONSOLIDATED COMPANIES, INC.
dba EDEN CORPORATION

By A. H. Yager
Sam H. Yager Jr., Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Sam H. Yager Jr., President of Eden 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 and in the capacity therein stated.

GIVEN under by hand and seal of office this 5th day of June, A:D., 1979.

FILED
AUG 13 9 00 AM 1979
Christine A. Keller
COUNTY CLERK
HARRIS COUNTY, TEXAS

Christine A. Keller
Christine A. Keller
Notary Public in and for Harris County.
My commission expires 4/5/81

RETURN TO:
EDEN CORPORATION
7111 HARWIN
HOUSTON, TEXAS 77036

ST. OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT WHEREAS, by that certain instrument designated as Declaration of Covenants, Conditions and Restrictions, dated January 10, 1978, and recorded in the Office of Harris County Clerk, under File No. F455335 Deed Records of Harris County, Texas, those certain tracts and parcels therein described and referred to as:

All the lots in Sommerall, Section I, Subdivision, Harris County, Texas according to the Map or Plat thereof recorded in Colume 261, Page 56, in the Map Records of Harris County, Texas:
 Block One (1), Lots One (1) through Twenty-Eight (28); Block Two (2), Lots One (1) through Twenty (20); Block Three (3), Lots One (1) through Forty-Two (42); Block Four (4), Lots One (1) through Twenty-One (21); Block Five (5), Lots One (1) through Twenty- Five (25); Block Six (6), Lots One (1) through Eighty-One (81); Block Seven (7), Lots One (1) through Thirty-One (31); Block Eight (8), Lots One (1) through Nineteen (19); Block Nine (9), Lot One (1); Block Ten (10), Lots One (1) and Two (2); Block Eleven (11). Lots One (1) and Two (2); Block Twelve (12), Lots One (1) and Two (2); Block Thirteen (13), Lots One (1) and Two (2); Block Fourteen (14), Lots One (1) and Two (2); Block Fifteen (15), Lot One (1).

WHEREAS, Eden Corporation is the owner of certain property within the area contiguous to the property above described as being encumbered in said Declaration of Covenants, Conditions and Restrictions, said certain property being more particularly described in Exhibit "A" which is attached and made a part hereof;

NOW, THEREFORE, SOMMERALL HOMEOWNERS' ASSOCIATION, INC. hereby annexes the above described property to the lots described in the Restrictions and declares that all of this property shall be held, sold and conveyed subject to the Restrictions thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property covered thereby. The Restrictions shall be binding upon all parties having or acquiring any right, title or interest in this property and shall inure to the benefit of each owner thereof.

It is expressly understood and agreed that separate Restrictions have been filed for record for Sommerall, Section II, dated June 5, 1979 and recorded in the Office of Harris County Clerk under File No. G194798 Deed Records of Harris County, Texas, which Restrictions, of course, will impress and subject the lots within Sommerall, Section II, to an annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and will make such subdivison subject to the jurisdiction of the Association. However, it is agreed and understood that the Association shall (i) enforce the restrictive covenants applicable to Sommerall, Section II and (ii) pay for street lights and maintenance of entrances to Sommerall, Section II (both clauses (i) and (ii) aforesaid to be done in the same manner as the Association does for Sommerall, Section I, Subdivision. It is hereby understood and agreed that the Association shall treat Sommerall, Section II, in a nondiscriminatory fashion, on an equal basis and in the same manner as Sommerall, Section I.

DATED this 5th day of June, 1979.

GENERAL HOMES CONSOLIDATED COMPANIES, INC.
dba EDEN CORPORATION

By A. H. Yager
Sam H. Yager, Jr., Vice President

HOUSTON NATIONAL BANK

By James L. Shield
James L. Shield, Real Estate Officer

SOMMERALL HOMEOWNERS' ASSOCIATION

STATE OF TEXAS
COUNTY OF HARRIS

By Christine Keller
Christine Keller, President

BEFORE ME, the undersigned authority, on this day personally appeared Sam H. Yager, Jr., President of Eden 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 purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 5th day of June, 1979.

Christine A. Keller
Notary Public in and for Harris
County, Texas
My Commission Expires April 5, 1981
CHRISTINE A. KELLER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared James L. Shield, Real Estate Officer of Houston National Bank, 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 purpose and consideration therein expressed and in the capacity herein stated.

GIVEN under my hand and seal of office this 7th day of June, 1979.

Christine A. Keller
Notary Public in and for HARRIS County,
Texas CHRISTINE A. KELLER
My Commission Expires April 5, 1981

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Christine Keller, President of Sommerall Homeowners' Association, 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 purpose and consideration therein expressed and in the capacity herein stated.

GIVEN under my hand and seal of office this 5th day of June, 1979.

Mary B. Prevatte
Mary B. Prevatte
Notary Public in and for Harris County,
Texas
My Commission Expires 4-14-80

Exhibit "A"

All the lots in Sommerall, Section II, subdivision, Harris County, Texas according to the Map or Plat thereof recorded in Volume 289, Page 125 of the Map Records of Harris County, Texas:

Lots One (1) through Thirty Two (32), Block One (1); Lots One (1) through Forty One (41), Block Two (2); Lots One (1) through Forty Seven (47), Block Three (3); Lots One (1) through Forty (40), Block Four (4); Lots One (1) through Sixty Three (63), Block Five (5); Lots One (1) through Fifty Six (56), Block Six (6); Lots One (1) through Forty Eight (48), Block Seven (7); Lots One (1) through Nineteen (19), Block Eight (8).

FILED
AUG 20 9 00 AM 1979
Quita Lashness
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in file Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 20 1979



Quita Lashness
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RETURN TO:
EDEN CORPORATION
7111 HARWIN
HOUSTON, TEXAS 77036