

094-76-3768

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS *

COUNTY OF HARRIS *

~~AL D. HENNESSEE~~ and HENNESSEE HOMES, INC. are the owners of certain tracts of land described as: (See Attached)

Owner does set forth these protective covenants upon this land to insure the proper and future use of said lands.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT this Declaration of Covenants, Conditions and Restrictions dated August 12, 1991, shall be recorded in the Real Property Records of Harris County, Texas and Montgomery County, Texas and that the real property described within this Declaration, including certain land use and improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration by Supplemental Declarations as permitted by the provisions hereof, shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, and easements herein after set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby and hereafter made subject hereto; and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.

HOLD FOR TEXAS AMERICAN TITLE COMPANY

385-94-1106

ARTICLE I**DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Owner shall mean and refer to the record owner, whether one or more Persons of the fee simple title to any Unit which is part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

SECTION 2. "Properties" shall mean and refer to the real property contained within the tracts of land described in the preamble to this Declaration and (i) such additions thereto of all or any portion of the real property described in Exhibit "A" attached hereto as may be brought within the jurisdiction of this Declaration.

SECTION 3. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 4. "Private Road or Access Easement" shall refer to any easement, street, drive, road or alley that is developed and maintained to provide vehicular access to any parcel of land subject to this Declaration or any parcel of land contiguous to any land subject to this Declaration, however, it has not been dedicated to the public or County of Harris, Texas by separate instrument.

SECTION 5. "Parcel or Unit" shall mean and refer to a portion of the Properties whether developed or undeveloped, intended for development, use and occupancy.

EASEMENTS AND OBLIGATED SHARED MAINTENANCE

SECTION 1. Every Owner shall have an easement of access and a right of egress and ingress to the existing sixty foot (60') Access Easement as indicated on the land survey of subject property.

SECTION 2. Only Owners shall have the right to use the Access Easement and shall have the authority to prevent use by any other Persons, provided, however, the Owners may permit the use of said Access Easement by others upon payment of such consideration as the Owners in their sole but joint discretion determine to be reasonable after taking into consideration the anticipated usage of said Access Easement. Such payment shall be in the nature of user fees to be used for the upkeep and maintenance of said Access Easement.

SECTION 3. SHARED COSTS OF MAINTENANCE AND IMPROVEMENTS. All owners of parcels or units within the subject land and all owners of land which desire access to the sixty foot (60') access easement shall have an obligation to share in the cost of properly maintaining said access easement at such point that said owners intend to use the Access Easement, whether temporarily or permanently. No cost which is to be shared shall be incurred without mutual consent from said owners. The proportions of cost sharing shall be based on the amount of square footage of property divided into the total cost of maintenance. The standard of maintenance and improvements to the Access Easement shall be mutually agreed upon by the original parties to this Declaration, or their successors or assigns until such time that a Design Standards Committee is formed, as more specifically address in Article III of this Declaration.

ARTICLE III

091-70-377T

ARCHITECTURAL STANDARDS

SECTION 1. PURPOSE. In order to preserve the natural setting and beauty of the properties, to establish and preserve a harmonious and aesthetically pleasing design and use of said Properties, and to protect and promote the value of the Properties, all improvements and land use within the Properties shall be subject to the restrictions set forth in this Article III. Every grantee of any interest in a parcel of land, subject to this Declaration, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. DESIGN STANDARDS. Upon completion and occupancy of three residential parcels, there shall be an option to establish a Design Standards Committee comprised of a majority of the original three residential land owners. This Design Standards Committee shall have the authority under this Declaration to develop certain reasonable standards as they relate to the construction of future residential and accessory improvements in the areas of exterior elevation and building materials.

SECTION 3. INDIVIDUAL INSURANCE. By virtue of taking title to a parcel of land subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners that each Owner shall carry blanket all-risk casualty insurance on his/her property and the structures constructed thereon. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of the structure or structures on his property, the Owner shall proceed promptly to repair or to reconstruct the damaged structure(s) in a manner consistent with the original construction or such other plans and specifications as permitted under this Declaration. Should the owner of said structure decide not to reconstruct or repair said structure, Owner shall clear and restore his property to a reasonable condition.

SECTION 4. SUBDIVIDING PROPERTY. The original tracts of land for which this Declaration was prepared shall not be sold or subdivided into parcels that are less than one (1) acre in size.

SECTION 5. MINIMUM SQUARE FOOTAGE OF RESIDENCE.

All residential structures shall be a minimum of two thousand (2000) square feet of living area. No residential structure shall exceed three stories in height.

SECTION 6. GARAGES AND OUTBUILDINGS. Each residential unit shall have constructed a garage that will provide parking for at least two vehicles. The construction and exterior elevation of the garage shall be harmonious with the design and elevation of the residence. No outbuilding or garage shall be constructed for the purpose of use as living quarters, unless such quarters are for the housing of relatives or servants of the Owner. No residential premises shall be leased in part.

ARTICLE IV**USE RESTRICTIONS**

SECTION 1. PERMITTED USE. The properties shall be used only for residential, recreational, farming, grazing and related purposes. Any Supplemental Declarations or additional covenants imposed on the subject property shall impose stricter standards than those contained in the Declaration.

SECTION 2. PROHIBITED USE. No use of the Properties shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. The Properties or respective parcels shall not be permitted to contain trailer houses, trailer parks, junk or scrap metal yards, waste material business, dumping disposal, incineration, reduction or burial of garbage or refuse. There shall not be permitted any visible commercial activity except that parcels may be leased out for the purpose of providing grazing land for cattle and horses.

SECTION 3. NUISANCE. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property.

ARTICLE V

ANNEXATION OF ADDITIONAL LAND

SECTION 1. ANNEXATION. With the consent of the Owners thereof, additional real property, other than that described in Exhibit "A" may be annexed hereto to the provisions of this Declaration. Such annexation shall require the affirmative consent of all land owners concerned. Annexation shall be accomplished by the filing of record in the real property records of Harris County, Texas, a Supplemental Declaration describing the property being annexed.

SECTION 2. OBLIGATIONS OF OWNERS OF ANNEXED AREAS. The Owners of land in annexed property shall be obligated to abide by all of the protective covenants set forth in this and any supplemental Declaration.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. TERM. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of forty (40) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Owners of not less than a majority of the units or parcel then subject to the provisions hereof has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period, agreeing to modify this Declaration, in whole or in part, or to terminate the same, in which case, this Declaration shall be modified or terminated as specified therein.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect except a to any terms and provisions which are invalidated.