

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TENNOAKS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by LEONARD W. SHOEMAKER, TRUSTEE, of Harris County, Texas, acting herein by and through its duly authorized officers, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain subdivision known as TENNOAKS, a subdivision in Waller County, Texas, described in the plats recorded in Volume 326, Page 411 of the Deed Records of Waller County, Texas; and

WHEREAS, Declarant desires to hold, sell and convey said property subject to the following covenants, restrictions, reservations, and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the lots within said subdivision;

NOW, THEREFORE, Declarant hereby adopts the following conditions, covenants and restrictions which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subdivision and which shall be applicable to the lots in said subdivision and shall run with the land and shall bind 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to TENNOAKS PROPERTY OWNERS' ASSOCIATION, INC., a Non-Profit Corporation incorporated under the laws of the State of Texas, its successors and assigns.

DEED RECORDS
VOL 328 PAGE 316

Section 2. "The Property" or "The Properties" shall mean and refer to the tracts of land hereinabove described as TENNOAKS. Furthermore, "The Property" or "The Properties" may also include any additional tracts or parcels of land as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Tract", "Lot" or "Building Plot" shall mean and refer both to each plot of land shown upon the recorded Subdivision Plats upon which there has been or will be constructed a single-family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any common area. If building sites are created pursuant to Article IX, Sections 8 and 9, herein, the term "Lot" or "Building Plot" shall also thereafter mean and refer to any building site so created.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plats, except the Lots, Unrestricted Reserves and Private Roads shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase, annexation or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by the virtue of the Subdivision Plats, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties in The Subdivision" shall mean and refer to Common Properties as defined respectively in The Declaration and all Supplemental Declarations.

Section 6. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners of the Lots in The Properties, as well as other Owners in the subdivision, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of

The Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains, statuary; landscaping; esplanades; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in The Subdivision" shall mean and refer to Common Facilities as defined respectively in The Declaration and all Supplemental Declarations.

Section 7. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of the Declaration under the authority provided in The Declaration. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 8. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the maps or plats of the subdivision and such other easements as are created or referred to in this Declaration.

Section 9. "The Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 10. "Board of Trustees" and "Board" shall mean and refer to the duly elected Board of Trustees of the Association.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 12. "Conveyance" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 13. "Declarant" shall mean and refer to LEONARD W. SHOEMAKER, TRUSTEE, the Declarant herein, its successors and assigns (i) ^{such} if/successors or assigns should acquire more than on Lot from LEONARD W. SHOEMAKER, TRUSTEE and(ii) if such successors or assigns are designated in writing by LEONARD W. SHOEMAKER, TRUSTEE, as a successor or assigns of all or part of the rights of LEONARD W. SHOEMAKER, TRUSTEE set forth in this Declaration.

Section 14. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

ARTICLE II

TENNOAKS PROPERTY OWNERS' ASSOCIATION, INC.

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general operation and maintenance of the Properties. The Board of Trustees of the Association shall be empowered to oversee the activities of the Association to such an extent as they may take whatever reasonable action they, in their sole discretion, deem necessary to provide for the upkeep and aesthetic appearance of the Properties for the common benefit of all the members of the Association.

Section 2. Membership. Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association shall be a Member of the Association. 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. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Other lands, including Common Properties, may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each future section must be impressed with and subject to an annual maintenance charge imposed hereby, and

further, such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Such additional stages of development may be annexed in accordance with the provisions of Article IX, Section 6, hereinbelow. Upon a merger or consolidation of the Association with another Association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated Association, or alternatively, the properties, rights, and obligations of another Association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established by this Declaration, together with the Covenants and Restrictions applicable to the properties of the other Association as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration.

Section 3. Classes of Membership. 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 each shall be entitled to one vote for each lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of 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 one Lot.

Class B. Class B members shall be the Declarant herein, as such term is defined in Article I, Section 13, who shall be entitled to nine (9) votes for each Lot owned.

Class B membership shall cease and be converted to Class A membership on the happenings of either of the following two 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) The tenth anniversary date of this Declaration.

Section 4. Non-Profit Corporation. TENNOAKS PROPERTY OWNERS' ASSOCIATION, INC., a non-profit corporation, has been organized, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 5. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 6. Members' Easements of Enjoyment. Subject to the provisions of Section 7 below, every Member shall have a common right and easement of enjoyment in the Common Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 7. Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in this Declaration, and shall also be subject to the following provisions:

- (a) The Association shall have the right to borrow money and with the assent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members to mortgage the Common Properties.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the voting and enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Properties.

(f) The right of resident owners or occupants of dwellings within any area owned by Declarant as of the date hereof and in the vicinity of the Property, to use the Common Properties, together with all facilities now or hereafter located thereon.

(g) The Association shall have the right to dedicate or convey all or any part of the Common Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. Except as otherwise provided in Section 4 of Article V hereof, no such dedication or conveyance shall be effective unless an instrument agreeing to such dedication or conveyance signed by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members has been recorded.

(h) The Board of Trustees of the Association shall have the right to rent or lease any part of the Common Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Properties.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Building Plot owned within the Properties, hereby covenants, and each Owner of any Building Plot 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 secured by a continuing

Vendor's 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 assessment shall not pass to his successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above. Each Owner shall furnish the Association with his current mailing address.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Common Properties, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience, and welfare of the Members; the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Trustees of the Association being final as long as made in good faith and in accordance with the By-Laws of the Association and governmental laws, rules and regulations.

Section 3. Annual Assessments. The Association, by action of its Board of Trustees, shall levy annual assessments against the Lot to obtain funds reasonably anticipated to be needed for purposes stated in Section 2 hereinabove, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the annual assessments shall be levied on a uniform basis as follows:

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and No/100 Dollars (\$100.00) per Lot.

(b) 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 each year not more than 10% (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.

(c) 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 above 10% by the vote of written assent of at least 51% of each class of members.

(d) The Board of Trustees shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereinabove, the Association may levy against each Lot in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such assessment must be approved by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes cast by both Classes of Members.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Building Plots on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year in which it is made, and shall be payable on the date fixed for commencement, or in equal monthly, quarterly or semi-annual installments over the balance of the year, at the election of the Association. Provided, however, that upon the purchase of his Building Plot (as evidenced by the date of his deed) each Owner shall be obligated to pay to the Association a pro-rata part of the applicable percentage of the regular annual maintenance charge assessed on each such Building Plot, which shall bear the same ratio to the applicable percentage of the full annual maintenance charge as the number of full calendar months remaining in the year of purchase bears to twelve (12), and which shall be payable upon such purchase or in equal monthly, quarterly or semi-annual installments over the balance of the year of purchase, as the Association may elect. The Board of Trustees shall fix the amount of the annual assessment against each Building Plot at least thirty (30) days in advance of each annual assessment period. Written notice of

annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. 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 Building Plot have been paid. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution of the Members of the Association authorizing or approving such assessment.

Section 6. Duties of the Board of Trustees. The Board of Trustees of the Association shall determine the amount to be levied as the annual assessment against each Lot for each calendar year, subject to the criteria and limitations set out in Section 3 hereof. The Board of Trustees of the Association shall cause to be prepared a roster of the Lots showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's property. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) 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 Building Plot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Building Plot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes and such Owner hereby expressly grants to the Association a

power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Building Plot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common properties or abandonment of his Building Plot.

Section 8. Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Trustees, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

Section 9. Exempt Property. The assessments and liens created in this Article III shall apply only to the Lots, and the remainder of the property in the Properties shall not be subject thereto or entitled to the rights granted to Members in Article II.

Section 10. Lots Owned by Declarant. Notwithstanding any other provision hereof, there shall be no assessment of any kind against or with respect to any Lot owned by the Declarant.

ARTICLE IV

DEED RECORDS
VOL. 328 PAGE 326

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Tenure. The initial Architectural Control Committee shall mean and refer to LEONARD W. SHOEMAKER, ALBERTO D. GUTIERREZ and ANNA W. CLARK all of Harris County, Texas, and their successors. The persons serving on the initial Architectural Control Committee, or their successors, shall serve until December 1, 1983, at which time the initial Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by an Architectural Control Committee appointed by the Board of Trustees of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the Board of Trustees of the Association shall designate a successor or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may designate someone serving on the Committee to act for it. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article IV.

Section 2. Approval of Plans. No buildings or other improvements, including but not limited to fences, walls and drainage facilities, shall be commenced, constructed, erected, placed, or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until the plans and specifications showing all uses and dimensions, the location of buildings, and other improvements have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of surrounding structures, walks, and topography. The plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, the nature, kind, shape, height, exterior color scheme, materials, and locations of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approved or disapprove the plans and specifications within thirty (30) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 2 will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a

limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement. Where an Owner has neglected to submit plans and specifications for approval, failure of the Architectural Control Committee to exercise the powers granted by this Article IV shall never be deemed a waiver of the right to do so either before or after a building or other improvement in the Subdivision, or any exterior addition to or alteration therein, has been completed.

Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum set-backs; driveway access to adjacent streets; the location, height and extent of fences, walls or other screening devices (provided that no fence shall exceed a height of six (6') feet); and the orientation of structures with respect to streets, walks, and structures on adjacent property. There shall be no chain link fencing except as may be utilized by builders with the approval of the Architectural Control Committee for temporary storage of building materials and supplies during the construction phase. All roofing material shall be subject to written approval by the Architectural Control Committee. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Property.

Section 3. No Liability. Neither Declarant, the Association, Board of Trustees, or the Architectural Control Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications and every Owner agrees that he will not bring any action or suit against

Declarant, the Association, Board of Trustees, the Architectural Control Committee, or any of the members thereof to recover any such damage.

Section 4. Rules and Regulations. The Architectural Control Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 5. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Control Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee pursuant to this Article IV, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. It is further provided, however, that the Declarant herein hereby reserves the right of approval or disapproval of all variances which may affect building setback lines, Lot area and structure locations.

ARTICLE V.

EASEMENTS

Section 1. General. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, gas, telephone, and drainage facilities shall be governed by the following:

(a) In the event that any sanitary sewer and/or water house connections or electricity, gas or telephone or drainage facilities should be installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof,

lie, to repair, replace and generally maintain said connections as to when the same may be necessary as set forth below.

(b) In the event that any sanitary sewer and/or water house connections or electricity, gas, telephone or drainage facilities should be installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

DEED RECORDS
VOL 508 PAGE 309

Section 2. Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

Section 3. Surface Areas of Utility Easements. Easements, if any, for installation and maintenance of utilities are reserved as shown and provided for on the recorded plats.

Section 4. Private Roads. All Lots within the Properties shall abut and have access to a private road. Private road rights-of-way are shown on the recorded plats of TENNOAKS. Declarant and/or the Board of Trustees of the Association reserve the right to dedicate to public use any private road serving the Properties, whether located on or off the Properties, without the consent of the Owners or their mortgagees.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Properties to render any service.

ARTICLE VI

UTILITY BILLS, TAXES AND INSURANCE

Section 1. Obligation of the Owners. Owners utility bills, taxes and insurance shall be governed by the following:

(a) Each Owner shall have his separate electric meter and shall directly pay at his own cost and expense for all electricity and telephone service, and other utilities used

or consumed by him on his Lot.

(b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

(c) Each Owner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own residence and his additions and improvements thereto, including decorations, furnishings and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the Association as part of the common expense in connection with the Common Properties.

Section 2. Obligation of the Association. The Association shall have the following responsibilities regarding utility bills, taxes and insurance:

(a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties or any part thereof.

(b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Properties owned and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Properties and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Trustees, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Properties.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the maintenance assessment.

ARTICLE VII

MAINTENANCE AND REPAIRS

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his residence house and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway appurtenant to his residence house, sidewalks and fences which are appurtenant to his residence house and situated on his Lot, if any, appurtenant to his Lot. The Association shall have no duty or obligation to any Owner in this regard.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Properties and all parts thereof, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of private driveway, sidewalk, and fence or fences which are appurtenant to his residence house.

ARTICLE VIII

RESTRICTIONS OF USE

Section 1. None of the Lots or the improvements thereon shall be used for anything other than single-family, private residential purposes. Upon the construction of such residence, it is understood that there may also be constructed a detached garage and/or carport, so long as the same is used in conjunction with and as part of such single-family, private residence. Notwithstanding the foregoing, any Lot may be used and improved for and as part of the Common Properties, and any such Lots or improvements owned by the Association may be used for Association purposes.

Section 2. Except as otherwise provided in Section 8 of Article IX, no Lot shall be re-subdivided.

Section 3.

(a) The tracts shall not be divided and sold in smaller parcels than originally conveyed by the Declarant.

(b) Said property shall be used for single family residential purposes only, with only one single family residence permitted on each tract in the Subdivision.

(c) No trailer, mobile home, tent, shack or other temporary structure shall be erected, placed or maintained on said property, and no temporary building, basement garage or other outbuilding erected on said property shall at any time be used for human habitation (except by bonafide servants or guests), temporarily or permanently. However, additional buildings for servants and guests are permitted, but none of such additional buildings shall be rented separately from the main family residence on said tract.

(d) Any residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences. All single story residences shall have a minimum square footage of 1800 square feet and two story residences shall have a minimum square footage of 2200 square feet of living area. Living area shall not include un-airconditioned porches, patios, breezeways, or garages. All residences must have at least a two-car garage.

(e) Only decorative fences previously approved in writing by the Architectural Control Committee will be permitted in front of the residences. Any fence not of wood construction shall be a minimum of fifty (50) feet behind the back line of the residence.

(f) No building or structure shall be located on any lot nearer than 80 feet to the nearest road easement line of the frontage or nearer than 25 feet of any other road easement line. Eaves, steps and open porches shall not be considered as part of a building, but this definition shall not permit any portion of the building including the aforesaid to be closer than 15 feet from a side property line, except when two or more adjacent lots are used as one building lot.

(g) No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the property. No business of any kind may be maintained and/or conducted upon the property. Declarant may use a residence as a sales and development office during completion of the subdivision.

(h) No obnoxious or offensive activity may be carried on or conducted on the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

(i) It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence, or other structure is nine (9) months from the date slab or foundation is poured or installed. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the property lines on the lot of parcel of land upon which improvements are to be erected, and shall not be placed in the streets or between the edge of the road and the road easement line.

(j) No trash, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on said property, nor may any of such materials be burned on the premises, except in an incinerator designed to such purposes and approved by the Association.

(k) No animals, livestock, poultry, dogs, cats and such may be kept or permitted on the premises, except as pets or for domestic use. It is expressly understood that none of such animals shall ever be kept, bred, or maintained for any commercial purposes. It is further understood in this connection that the number of such animals may be limited at any time by the said Architectural Control Committee. In this connection, it is further understood that all barns or stables, outhouses, and such must be constructed of wood according to plans approved by the Architectural Control Committee and must be placed on the back one-half ($\frac{1}{2}$) of said lots and behind the dwelling and not less than 75 feet from any road. Nothing herein contained shall ever be construed so as to

permit the keeping of animals and pets to become a nuisance or obnoxious to the occupants of neighboring property, or to become a hazard to the health, welfare and well being of the community. All such structures and shelters for animals and pets shall be approved by the Architectural Control Committee and shall not be maintained in any unsightly manner. It is further understood that no hogs, swine or goats shall be kept on any part of said property for any purpose whatsoever. Large animals shall not be maintained on any homesite less than one and one-fourth ($1\frac{1}{4}$) acres in size. Homesites consisting of more than $1\frac{1}{4}$ acres shall qualify for one large animal per tract. Natural offspring shall be exempted until one year old. The category of large animals shall include horses, cows and sheep. Large animals must be kept on the back one-half ($1/2$) of the property. No large animals may be kept on Lot Nos. One (1) and Twenty-Four (24).

(l) No cesspools shall be dug or permitted on the property. Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than twenty-five (25) feet from any property line or roadway. No septic tank may be shared with any other property owner. There shall be no outside toilet built or used on the premises.

(m) No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street, or front or side yard on any tract.

(n) No boat, luggage trailer, travel trailer, or motor home is to be parked on any tract for more than twenty-four (24) hours unless said vehicle is stored in a garage, carport, or designated storage area behind the house.

(o) No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on said property without the written consent of Declarant. Declarant shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on said property without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability for trespassing or other tort in connection with, or arising from such removal. This shall not prohibit a "For Sale" or "For Rent" sign on said property if not larger than four (4) foot square. The Declarant may place such signs as are necessary to advertise and sell the properties until the properties are sold.

(p) No firearms or fireworks of any kind shall be discharged on the property.

(q) Mailboxes and mailbox posts shall be uniform as approved by the Architectural Control Committee.

(r) Grantees, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on said lot cut as often as may be necessary to keep things in a neat and attractive condition. In the event that Grantees should, in the opinion of Declarant and Property Owners' Association, fail to maintain said property in a neat and attractive manner, the Declarant or Property Owners' Association will notify Grantee in writing of any objectionable, detrimental or unattractive conditions existing on said property and request Grantees, or subsequent owners, to eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from the Association specifying such objectionable or detrimental condition, then in such event, the Association is authorized to eliminate such condition and charge the cost of same to such property owner, and any such expense incurred by the Association in such event shall be added to, be a portion of, and secured in the same

manner as the Maintenance Charge assessed against said property, as hereinafter provided. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions, should a property owner fail to do so, after being fully notified, the Association shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

(s) Culverts installed by tract owners from main road within the Subdivision to their driveways are to be properly sized by the Association. Culverts must be enclosed on each end with a brick or rock abuttment approved by the Architectural Control Committee.

(t) No soil, gravel or other material may be excavated and removed from any lot except in connection with home construction as approved by the Architectural Control Committee.

(u) If Grantee, or their heirs or assigns shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for the Declarant or his assigns (including but not limited to the Tennoaks Association, Inc.) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of the Declarant, his successors and assigns, as their interest may appear. Declarant, his successors and assigns, may recover attorney fees and other expenses in enforcing restrictions.

(v) No party who has purchased any portion of said premises shall cut any timber or trees from said portion so purchased larger than four (4) inches in diameter measured twelve (12) inches and up from the ground except on that portion of said premises which comprises the actual building site where the improvements are going to be erected, together with a roadway leading from private road adjoining said premises to the building site, until at least one-half (1/2) of the purchase price has been paid in full.

(w) The roads in this subdivision, as described by exhibits attached hereto and incorporated herein for all intents and purposes shall be maintained by the Tennoaks Property Owners' Association and said roads are hereby dedicated to the use and enjoyment of the property owners in the Tennoaks Subdivision.

ARTICLE IX
GENERAL PROVISIONS

DEED RECORDS
VOL. 328 PAGE 338

Section 1. Sales and Promotions. Notwithstanding any other provisions contained herein, Declarant and its permittees shall have the exclusive right to erect, place and maintain on their respective Lots and/or Reserves in The Properties such facilities (including but not limited to, offices, storage areas, model units, flags and signs) as in Declarant's sole discretion may be necessary or convenient to improve and/or sell Lots in The Properties, and to use any of the Common Facilities for sales offices for so long as Declarant in its sole discretion shall deem necessary or convenient for the sale of Lots in The Properties.

Section 2. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying all or any part of the land in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

Section 3. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both Classes of Membership if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

Section 4. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, 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 herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by The Declaration, and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 5. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any member. The Board of Trustees may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books

and records by any member or members will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 6. Annexation. Additional residential property and "Common Properties" may be annexed to the Properties.

- (a) With the consent of two-thirds (2/3) of each class of members;
- (b) Notwithstanding anything contained in (a) above, additional land may be annexed from time to time by the Declarant, its successors or assigns, without the consent of other Owners, or their mortgagees, within ten (10) years of the date of recording of this instrument;
- (c) The annexation or addition may be accomplished by the execution and filing for record by the owner of the property being added or annexed of an instrument which may be called "SUPPLEMENTAL DECLARATION" which shall at least set out and provide in substance: the name of the owner of the property being added or annexed who shall be called the "Declarant"; the perimeter description of the property being added or annexed; the description of the residential areas and/or of the Common Properties of the property being added or annexed and the rights and easements of the Owners in and to the Common Properties; that the property is being added or annexed in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions, and that the property being annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions; that all of the provisions of the Declaration of Covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were originally included therein as part of the original development; that the property being added or annexed is submitted to the jurisdiction of the Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development; and, such "Supplemental Declaration" may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions or the general scheme or plan of development of TENNOAKS as a residential development. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex additional property to this residential development.

(d) At such time as the "Supplemental Declaration" is filed for record as hereinabove provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this Declaration of Covenants, Conditions and Restrictions and to the jurisdiction of the Association in the same manner and with the same force and effect as if such annexed property has been originally included in this Declaration of Covenants, Conditions and Restrictions as part of the initial development.

(e) After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common Maintenance Fund for the Properties.

Section 7. Rights of Mortgagees, Trustees or Lienholders. No violations of any of these restrictions, covenants or conditions, shall affect or impair the rights of any Mortgagee, Trustee or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

Section 8. Right to Subdivide or Resubdivide. Prior to the time Declarant parts with title thereto, Declarant shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in the Property.

Section 9. Building Sites. With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plats, shall be adjusted to conform to the front, rear and side line of the new building sites for building and other purposes. Improvements may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration, except that all future assessments payable by the Owner of a building site comprised of several Lots combined in accordance with this Section 9 will be based upon one assessment for each of the originally platted Lots so combined. No such building site shall be smaller than the smallest of the originally platted Lots being subdivided.

Section 10. Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Waller County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Members entitled to cast no less than three-fourths (3/4) of the aggregate of the votes of both Classes of Membership has been filed for record in the Office of the County Clerk of Waller County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

Section 11. Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien created by this Declaration, and failure of Declarant, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 12. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 13. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 14. Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in this Declaration.

Section 15. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association and their respective successors and assigns.

Section 16. Canvassing. Where this Declaration of Covenant, Conditions and Restrictions requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Trustees of the Association is notified in writing by certified mail, return receipt requested of the fact that an action is contemplated by a canvassing of the Members or Owners.

IN WITNESS WHEREOF, this Declaration is executed this the 6th day of July, A.D., 1981.

LEONARD W. SHOEMAKER, TRUSTEE

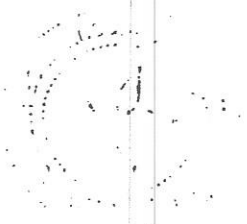
BY: Leonard W. Shoemaker
Leonard W. Shoemaker, Trustee

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Leonard W. Shoemaker, Trustee, known to me 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 the said Leonard W. Shoemaker, Trustee, and 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 6th day of July, 1981, A.D., 1981.

Anna W. Clark
ANNA W. CLARK
Notary Public in and for
Harris County, Texas
My Commission Expires 12/9/82



STATE OF TEXAS }
COUNTY OF WALLER }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Waller County, Texas, as stamped hereon by me, on
SEP 16 1981



ELVA D. MATHIS
COUNTY CLERK
WALLER COUNTY, TEXAS

By: Jessie Supinski
Deputy