

Rest

6528072

HW-800 177803 • 528072 - A PD 59.00

PARK PLACE TOWNHOMES ASSOCIATION
RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS 157-85-0253
AND MAINTENANCE CHARGE

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

WHEREAS, W. K. MC CONNELL and G. C. MC DOWELL, hereinafter referred to as "Developers" are the fee simple owners of that certain tract of land containing 2.19 acres, more or less, located in the Harvey Whiting Survey, A-840 of the Deed Records of Harris County, Texas, which is more particularly described as follows:

59
g

BEGINNING at a point in the Southwesterly line of Country Club Oaks Subdivision, Section 4, with said Point of Beginning North 38 deg. 25 min. West 634.35 feet from the most Southwestern corner of Lot 7, Block 13, Country Club Oaks Section 4, as recorded in Volume 103 at Page 54 of the Map Records of Harris County, Texas;

THENCE North 38 deg. 25 min. West along the Southwesterly line of Country Club Oaks Section 4 a distance of 315.58 feet to a corner, also being an angle point of the Southwesterly line of Lot 17, Block 13, Country Club Oaks Section 4;

THENCE South 39 deg. 39 min. East along the Northeasterly line of Decker Drive 334.96 feet to a corner;

THENCE North 50 deg. 21 min. East 290.39 feet along a line common to this tract and the adjoining tract as occupied by Country Club Manor Apartments to the Point of Beginning, and being a tract of 2.194 acres.

WHEREAS, Developer desires to develop the property above described, sometimes hereinafter called and referred to as "the property", into and as a residential townhouse subdivision and area to be commonly known as PARK PLACE TOWNHOMES ASSOCIATION, and,

WHEREAS, in furtherance of his plan of development of the property, and for the purpose of protecting the value and desirability thereof, Developers are desirous of placing and imposing thereon a general and uniform plan or scheme of restrictions, easements, covenants and conditions:

NOW, THEREFORE, Developer, does hereby adopt, place and impose the following restrictions, easements, covenants and conditions, which shall be deemed to be covenants running with the land for the period of their duration, upon each and all of said lots and property situated in PARK PLACE TOWNHOMES except as otherwise stated herein; and if any of the restrictions, covenants and conditions

✓
Ret to *McConnell Construction*
P.O. Box 38
Baytown, Texas 77520

157-85-0254

hereinafter set out shall be invalid or shall be held invalid by the final judgment or order of any court of competent jurisdiction, or if any of them shall not be legally enforceable for any reason, the remaining restrictions, covenants and conditions shall not be affected or impaired hereby, but shall remain in full force and effect; and it is agreed that all persons or parties claiming or having any interest in any of said lots or property in said PARK PLACE TOWNHOMES through or under said Developer, his heirs, or assigns, shall be bound by these restrictions, covenants and conditions, and the same shall be and remain in full force and effect until January 1, 2009, at which time said restrictions, covenants and conditions shall automatically be extended for successive period of ten (10) years each, unless during any of said extended periods, after January 1, 2009, by duly recorded instruments signed and acknowledged by the then owners of a majority of the lots in said PARK PLACE TOWNHOMES, it is agreed to terminate said restrictions, covenants or conditions in whole or in part, provided, however, that any partial termination shall be applicable to all lots. If any person, firm or corporation shall violate or attempt to violate any of the restrictions, covenants or conditions hereinbelow set out, it shall be lawful for any person, firm or corporation owning, or having any interest in any of the lots or property in said PARK PLACE TOWNHOMES to institute and prosecute any suit at law or in equity against the person or party violating or attempting to violate any of said restrictions, covenants or conditions, either to enjoin or prevent him or it from so doing or to recover damages or other dues or both.

Said restrictions, covenants and conditions constituting said uniform and general plan or scheme to govern the development, improvement, use and occupancy of each of said lots in said townhouse subdivision, known as PARK PLACE TOWNHOMES are as follows, to-wit:

1. Land Use and Building Type.

(a) Each residential Lot in PARK PLACE TOWNHOMES shall be used and occupied for residential purposes only. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartments, apartment houses, and also to exclude commercial, business and/or professional uses whether from homes, residences or otherwise, and all of such excluded uses are hereby expressly prohibited.

(b) No building shall be erected, altered or placed or permitted to remain on any residential lot other than one (1) single-family dwelling not to exceed two stories in height and a private garage/carport for not more than three (3) cars. This restriction shall not prevent the inclusion of one or two-story servant quarters in connection with the garage for the use of bonafide domestic servants, domiciled with an owner or tenant.

2. Architectural Control.

(a) No building shall be erected, placed or altered on any lot in this subdivision until two (2) sets of building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in this townhouse subdivision, by an Architectural Control Committee composed of M. P. MC CONNELL, G. C. MC DOWELL, and SCOTTIE R. MC DOWELL. In the event of the death or resignation of any member of said committee, the remaining member or members of said committee shall have the full authority to pass upon said building plans, specifications and plot plan and to approve or disapprove the same, and said committee may designate a representative with like authority to act for it. In the event said Committee or its designated representative shall fail to approve or disapprove such plans, specifications or plot plan within thirty (30) days after such plans and specifications have been submitted to it, then such approval shall not be required, and this covenant will be deemed to have been complied with. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that are not in keeping with the construction requirements or architectural design or that might not be compatible with the existing designs or with the development of PARK PLACE TOWNHOMES and any and all conditions or circumstances not covered herein shall be decided upon by the Architectural Control Committee, and its decision shall be final. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval may be granted in writing prior to construction and when given shall become a part of these restrictions.

Neither the members of such committee nor its designated representative shall be entitled to any compensation for service performed pursuant to the above

provisions, and the duties and powers of such committee and its designated representatives shall continue until such time as all lots have been sold to individual home-owners, and by its own prerogative the Architectural Control Committee above designated shall then resign, and all of the powers, duties and functions of said Architectural Control Committee shall then pass to be exercised by an Architectural Control Committee to be designated by the Property Owners of PARK PLACE TOWNHOMES.

3. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction or re-construction of the homes upon the property and placed on the dividing line between the townhouse building plots shall constitute a party wall, and to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is situated entirely on one townhouse building plot instead of on the dividing line between townhouse building plots, due to error in construction, such wall shall nevertheless be deemed to be on the dividing line and shall constitute a party wall for the purposes of this paragraph. Reciprocal easements shall exist upon and in favor of the adjoining townhouse building plots for the maintenance, repair and reconstruction of party walls.

(b) Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of a party wall shall be shared by the lot owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any lot owner who has used the wall may restore it, and if the adjoining lot owner thereafter shall make use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such lot owner restoring such party wall to call for a larger contribution from the adjoining lot owner under the rules of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this paragraph, a lot owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protections against such elements.

(e) Right to Contribution Runs with Land. The right of any lot owner to contribution from any adjoining lot owner under this paragraph shall be appurtenant to the land and shall pass to such lot owner's successors in title.

(f) Arbitration. In the event any dispute arising concerning a party wall, or under the provisions of this paragraph, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decisions shall be by a majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Architectural Control Committee shall select an arbitrator for the refusing party.

4. Windows and Side Walls

No windows or openings shall be permitted in the side walls or fences, except walls or fences on the street side of corner lots or those approved by the Architectural Control Committee. All side walls shall conform to the building code of the City of Baytown, Texas, and shall be in keeping with construction requirements and architectural designs approved by the Architectural Control Committee.

5. Re-Subdividing of Plots

Any lot or part thereof may be re-subdivided or consolidated with any adjoining lot or lots or part or parts thereof to constitute a single building plot on which a residence may be constructed, provided that the same shall be approved by the Architectural Control Committee. The word "lot" or "building plot" as used in this instrument shall mean and include lots as originally platted as well as any and all building plots which may be formed or constituted in accordance with the provisions of this paragraph, and whenever a building plot is formed and constituted under the provisions of this paragraph the same shall be deemed to be a "lot" for all purposes of this instrument. No townhouse shall be erected or placed upon any building plot containing less than 2,000 square-feet in area or have a width of less than 20 feet at the front building setback line shown on the

157-85-0258
recorded plot of this townhouse subdivision, provided, however, that all building plots shall comply with the minimum size requirements established by the City of Baytown.

6. Dwelling Size

No residential structure shall be placed on a lot unless its living area consists of a minimum of 1,000 square feet.

7. Easements

- (a) Each townhouse lot or building plot and the property included in the streets, drive ways, roads and common areas shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.
- (b) There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephone and electricity, and a master television antenna system, if any. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across, and under the roofs and exterior walls of said townhouses. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the streets, drive-ways, roads and common areas in the performance of their duties. Further, an easement is hereby granted to Developer, his assigns, to enter in or to cross over the streets, driveways, roads and common areas and any lot to perform the duties of maintenance and repair of the townhouses or streets, driveways, roads or common areas provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by Developer, or thereafter approved

157-85-0259

by the Architectural Control Committee. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this section shall in no way affect any other recorded easement on said premises.

(c) Developer reserves the right to make minor changes and additions to the above easements, as to any lots owned by him, for the purpose of efficiently and economically installing and operating the above mentioned utilities.

8. Underground Utility Services

(a) Underground Electric Service. An underground electric distribution system will in installed to serve each of the townhouse building plots. The owner of each townhouse building plot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the national electrical code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachments to be made available by the electric company at a point designated by such company at the property line of each townhouse building plot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each townhouse building plot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the residence constructed on such owner's townhouse building plot. For so long as underground service is maintained, the electric service to each townhouse building plot shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three-wire, sixty cycle alternating current.

(b) Telephone Service. Telephone service shall be available to each townhouse building plot and the recreational area. Service between the telephone company's main lines and an individual residence shall be wholly or partly by way of underground conduit. Such conduit system shall be owned and maintained by the 1st owner, but all service wires therein shall be installed, owned and maintained by the telephone company.

(c) Water Service. Water service shall be provided to each townhouse building plot and to the recreational area by way of water lines connected to water mains of the City of Baytown.

(d) Sanitary Sewer Service. Sanitary sewer service shall be provided to each townhouse building plot by means of sanitary sewer lines which shall be connected to the sanitary sewer lines of the City of Baytown for final treatment. That portion of the sanitary sewer service line from the point that it crosses the property line of each townhouse building plot to and throughout the residence shall be owned and maintained by the lot owner.

(e) Use of Easements. Easements for underground utility services may be crossed by paved streets, driveways and walkways. Neither Developer nor any utility company using the easements shall be liable to any lot owner for any damage done by either of them or their assigns, agents, employees or servants, to the shrubbery, trees, lawns, flowers or other improvements of the lot owner located on the land covered by said easements.

9. Utility Bills, Taxes and Insurance

(a) Each lot owner shall directly pay at his own cost and expense for gas, electricity and other utilities used or consumed by him.

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

(c) Each lot 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 garage, and his additions and improvements thereto,

157-85-0261

including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and also for his personal liability not covered by liability insurance for all lot owners obtained as a part of the common expense in connection with the common areas.

10. Nuisances

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become or be a nuisance to the neighborhood.

11. Animals

The raising or keeping of hogs, horses, poultry, fowl, or other livestock on any property in this townhouse subdivision is strictly prohibited. Dogs, cats or other household pets (not to exceed a total of Two (2) pets) may be kept, but they shall not be kept for commercial purposes.

12. Water Wells, Septic Tanks

No water well, septic system or cesspool shall be permitted on any lot.

13. Sale of Intoxicants and Other Illegal Activities

No spiritous, vinous, malt liquors or medicated bitters, capable of producing intoxication shall be sold or offered for sale on any lot in this townhouse subdivision, nor shall any other type or kind of business whatsoever be permitted thereon. No lot in this townhouse subdivision shall be used for any vicious, illegal or immoral purpose, nor for any purpose in violation of the laws of the State of Texas or the United States, or in violation of police, health, sanitary, building or fire codes, or regulations or instructions relating to or affecting the use of or occupancy of possession of any of said lots.

14. Sales Office

A sales and/or construction office may be built and used on any lot or lots in this subdivision by Developer, until all lots in PARK PLACE TOWNHOMES are sold to individual home owners.

15. Signs

No sign of any kind shall be displayed to the public view, except the signs used by builders to advertise the merits of the property for sale.

16. Oil, Gas and Mining Operations

No oil and gas drilling, oil and gas development operations or oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil and gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

17. Refuse and Garbage

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. There is hereby reserved in favor of Developer the determination of the method of garbage disposal, whether through public authority or private garbage disposal service.

18. Boats and Trailers

No boats or trailers may be parked in front or back of any residence.

19. Temporary Structures

No trailer, tent, shack, garage or other out-building erected on any residential building site shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

20. Parking

No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by the owners of lots, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed Forty-Eight (48) hours, family, guests and invitees of owners of lots may park their vehicles in the guest parking areas. Guest parking areas are not intended for use by the owners of lots for parking or storing boats, trailers, camping units, or any personal vehicles and the Architectural Control Committee may insure the proper use of said areas in such legal manner as it deems necessary.

21. Planting and Gardening.

Except in the individual patio area appurtenant to a townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the building or as approved by the Architectural Control Committee. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual lot owner and not in any manner the responsibility of the Developer, or his assigns.

22. Rights of Mortgagees, Trustees or Lienholders

157-85-0263

No violation 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.

23. Maintenance Program and Fund

Each and every lot or building plot hereafter sold by Developer (whether now owned or hereafter acquired by him) to any home buyer shall be automatically assessed and subjected to an annual maintenance charge as hereinafter more particularly provided, it being the intent hereof that all lots and building plots in said PARK PLACE TOWNHOMES shall be assessed and subjected to said annual maintenance charge except that no lot or building plot shall be assessed or subjected to any maintenance charge while owned by Developer. The amount of the annual maintenance charge assessment against each lot or building plot shall be Two Hundred Forty and No/100 (\$240.00) Dollars. The full amount of the annual maintenance charge shall be paid in advance on the 1st day of January of each year, but as each lot or building plot is sold as above provided during any calendar year, the purchaser shall pay in advance a prorata part of said annual maintenance charge for the balance of the calendar year in which the sale is consummated, and on the 1st day of January next following he shall pay his full assessment for the ensuing calendar year. Said annual maintenance charge shall be paid to PARK PLACE TOWNHOMES, Maintenance Fund, or to such representative, organization, firm or corporation as the hereinbefore mentioned Architectural Control Committee may designate from time to time.

The Architectural Control Committee hereinabove mentioned, or any representative, organization, firm or corporation designated by it to collect said annual maintenance charge, shall administer, control and expend all maintenance funds paid into said maintenance fund for the benefit of the property assets in said PARK PLACE TOWNHOMES, and among other purposes said maintenance fund may be used, to extent sufficient, to pay expenses for the upkeep and maintenance of the streets, alleys and common areas in said subdivision, for operating gas and electric lights in this subdivision, for cutting grass in vacant lots and for the care and maintenance of a swimming pool, facilities as now exist or which may hereafter be constructed for the common use, benefit and enjoyment of the owners and/or occupants of the building plots which form part of the property, or any

157-85-0264

additions thereto, provided, however, that this shall not be construed as creating any obligation on the part of Developer, his heirs or assigns, to construct any such recreational facilities. The good faith decisions and acts of said Architectural Control Committee or other administrator of said maintenance fund in the administration or expenditure of such funds shall be binding and conclusive on all parties at interest.

After a property owners association or civic club consisting of the individual owners of lots or building plots in PARK PLACE TOWNHOMES shall be organized by the Developer or the individual lot owners, and all residential lots or building plots in this townhouse subdivision have been sold to individual purchasers as above stated, then such association or club or a committee or representative appointed by it shall take over as custodian and administrator of said maintenance fund and shall collect, manage, control, and expend the maintenance charges for the purposes hereinabove set out, and Developer and the Architectural Control Committee shall be automatically released from further liability with respect thereto. Developer, through said Architectural Control Committee above named, may at his option transfer the collection and administration of said maintenance charges to said association or club prior to the time that all of said residential lots have been sold to individuals as above stated.

The annual maintenance charges may be adjusted from year to year by said Architectural Control Committee above named, or by the representative designated by it to administer said maintenance fund, or by the above mentioned association or club after it takes over the collection and administration of such charge, as in its or their judgment the needs of the property in this townhouse subdivision may require, provided that any increase in the maintenance charge shall be calculated and determined as of the first day of January of each year, as follows: the percentage by which the average of the Consumer Price Index (All Items, United States City Average, as published by the Bureau of Labor Statistics) for the most recent twelve months for which such information is available on each assessment date may have increased over the annual average of said Index for the calendar year 1979 shall be determined, and the maximum annual maintenance charge hereunder for the particular calendar year shall be the sum of Two Hundred Forty and no/100 (\$240.00) Dollars per lot or building plot, increased

by the same percentage increase as the Consumer Price Index shall have increased according to the aforesaid determination. But as above stated the lots owned by Developer, shall not be assessed or adjusted to any maintenance charge while owned by him. Whenever said annual maintenance charge shall be increased in accordance with the provisions of this paragraph, such increase shall be binding upon all property owners in PARK PLACE TOWNHOMES whose lots are subjected to and who are required to pay the annual maintenance charge as hereinabove set out.

Said annual maintenance charge shall continue and be in force and effect until January 1, 2009, and thereafter shall continue and be in effect for successive extended periods of five (5) years each, unless during any five-year extended period after January 1, 2009, the then owners of a simple majority of the residential lots or building plots in PARK PLACE TOWNHOMES shall agree by written instrument duly signed, acknowledged and filed for record, to terminate and discontinue the maintenance charge.

24. Special Assessment for Capital Improvements

In addition to the annual assessments authorized above, the Architectural Control Committee, or the above named association after it takes over administration of the fund, may levy a special assessment for a definite total amount which shall be equal and the same for each townhouse building plot assessed, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that such assessment shall have the written assent of the owners of at least Fifty-one percent (51) of the lots in PARK PLACE TOWNHOMES. Such assessment may be payable in installments or in a lump sum as said Architectural Control Committee or association may provide, but in any event the total amount of such special assessment shall be paid in full within twelve (12) months from the date assent of the lot owners as provided is obtained.

25. Lien to Secure Assessments

Each and every assessment, regular or special, made or levied by the Architectural Control Committee or the said association against the owner of a townhouse building plot as herein provided, shall constitute and be secured by a separate and valid and subsisting lien hereby erected and fixed and which shall exist upon and against his townhouse building plot and all improvements thereon, which lien shall exist in favor of Developer or the said association for the benefit of all owners. Such lien shall be prior and superior to all other liens, except that the same shall be subordinate, secondary and inferior to (a) all liens for

taxes or special assessments levied by the City, County and State governments or any political subdivision or special district thereof, (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any such assessment became due and payable, and (c) all liens, including but not limited to vendor's liens and deeds of trust, securing any loan made to a purchaser for any part of the purchase price of any townhouse building plot when the same is purchased from the Developer, or his assigns as the builder. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which Developer, or said Association, has been made a party, shall cut off and extinguish the liens securing assessments levied and made prior to such foreclosure date, but no such foreclosure shall free the townhouse building plot from the liens securing assessments thereafter levied.

26. Effect of Non-payment of Assessments

If any assessment is not paid within thirty (30) days after the due date thereof, the same shall bear interest from the due date until paid at the rate of Ten percent (10%) per annum. Developer, or the association if then in existence, may bring an action at law or in equity against the owner personally obligated to pay the same to enforce collection and/or for foreclosure of the lien against his townhouse building plot. Each such owner, by his assertion of title or claim of ownership or by his acceptance of a deed to a plot hereby expressly vests in Developer, and in the association when organized, the right, power and authority to institute all actions against such owner personally for the collection of such assessment, charges and debts and to enforce the above-mentioned liens by all methods available for the collection of debts and enforcement of liens. All such actions may be instituted and brought in the name of the Developer or the association and may be maintained and prosecuted by Developer or the association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

27. Dedication of Streets, Driveways, Roads and Common Areas

Those portions of the property described and shown on the recorded map or plat of PARK PLACE TOWNHOMES as private streets, driveways and common areas and improvements located thereon, are hereby dedicated, established and set aside for the common use, benefit and enjoyment of the owners and/or occupants of the residential building plots which form a part of the property, or any additions thereto, and it is agreed that each owner of a residential lot or building plot in

PARK PLACE TOWNHOMES and the properties which may be annexed thereto from time to time, shall bear common and equal rights and interests in said tracts.

The costs and expenses for the upkeep, maintenance, repair, operation, insurance and taxes for said tracts and the improvements thereon shall be paid out of the maintenance charges collected in this subdivision. The Architectural Control Committee, or the abovementioned property owners association or civic club after it takes over the collection and administration of the maintenance charge, shall supervise and have charge of said tracts and make and enforce reasonable rules and regulations governing the use and enjoyment of said tracts and any recreational facilities located thereon, and Developer may, at his option, convey legal title to the said property owners association, or its board of directors, and their successors in office or to some person or persons, organization or corporation, as Developer may select, but in trust nevertheless for the common use, benefit and enjoyment of the owners of residential lots or building plots in said PARK PLACE TOWNHOMES and any properties subsequently annexed thereto. It is expressly agreed and understood that the rights, titles and interest in said tracts of each owner of a lot or building plot in said PARK PLACE TOWNHOMES shall follow the title to his lot, and upon any transfer of title to his lot, howsoever effected and whether voluntary or involuntary, the person, firm or corporation succeeding to or acquiring such title shall also succeed to and acquire all of the rights, titles and interest of said owner in and to said tracts. All streets designated as public streets on said recorded map or plat are hereby dedicated to the use of the public.

The use and enjoyment of the recreational facilities, if any, by owners of the residential building plots in this townhouse subdivision shall be subject to the following provisions:

- (1) the right of the Developer, or his assigns, to limit the number of guests of the lot owners;
- (2) the right of the Developer, or his assigns, to charge reasonable fees for the use of the recreational facilities, if any;
- (3) the right of the Developer, or his assigns, to borrow money for the purpose of improving the recreational facilities and in aid thereof to mortgage said property. The rights of such mortgagee in said property shall be subordinate to the rights of the lot owners;
- (4) the right of the Developer, or his assigns, to suspend the right to use of the recreational facilities by a lot

owner for any period during which any assessment against his lot remains unpaid, and for any infraction of the rules and regulations promulgated by the Architectural Control Committee as hereinabove provided.

157-85-0268

28. Exterior Maintenance

In addition to Maintenance upon the Common Area, the Architectural Control Committee or successor Property Owners' Association or Civic Club in administering the maintenance fund shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: paint, repair, replace (but not in the event of fire, or other casualty loss normally covered by insurance on the premises) and care for gutters and downspouts, (if any), exterior building surfaces, fences, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include: glass surfaces, roofs, enclosed patio and yard areas (if any), window and door fixtures and hardware, landscaping installed by Owner (if any), exterior light fixtures operated from a residence, air conditioning equipment, utility company meters, circuit breakers and switch panels, sanitary sewer, gas and electric power service lines, nor any work or thing specifically defined as Owner's maintenance in Paragraph 29 hereof.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

In the event an Owner is responsible for certain exterior maintenance as herein provided, and such owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee, then the Architectural Control Committee or successor Property Owners' Association or Civic Club shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

29. Interior Maintenance

All fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires conduit or systems enter the exterior walls of the townhouses, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work which will impair the structural soundness or integrity of another townhouse or impair any easement or

hereditament, nor do any act nor allow any conditions to exist which will adversely affect the other townhouses or their owners.

30. Annexation of Additional Properties

157-85-0269

Additional residential property may be annexed from time to time by Developer without the consent of lot owners within ten (10) years from the date hereof, by instrument duly recorded. After ten (10) years from date hereof, any annexation or addition shall require the written assent of the owners of at least Fifty-one percent (51%) of the lots or building plots in PARK PLACE TOWNHOMES. The property so added or annexed at any time and from time to time shall be governed by and be subject to each and all of the provisions of this instrument in the same manner as if such added or annexed property was originally included in the initial development. Developer shall not be under any obligation to annex additional property.

31. Violation of Restrictions

Violations of any restriction, condition or covenant herein shall give Developer, and his assigns the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the lot or building plot owner, and such entry and abatement or removal shall not be deemed a trespass.

32. Joinder of Lienholders

The undersigned lienholders join in the execution of this instrument for the purpose of evidencing their consent and agreement to the establishment of the foregoing restrictions on the land described herein.

EXECUTED this the 27th day of May, A. D., 1980.

157-85-0270

Developers:

W. K. Mc Connell 3rd
W. K. MC CONNELL

G. C. McDowell
G. C. MC DOWELL

Lienholders:

CITIZENS BANK AND TRUST COMPANY OF BAYTOWN, TEXAS

BY: Jess Taylor ✓
Jess Taylor, Vice President

ATTEST:
Shirley Archer
Shirley Archer Secretary

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared
W. K. MC CONNELL, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of May,
A. D., 1959.

Karla Opryshek
Notary Public in and for Harris County, Texas
Karla Opryshek

157-85-0271

BY-LAWS

OF

PARK PLACE TOWNHOMES

ARTICLE I

NAME AND LOCATION. The name of the corporation is PARK PLACE TOWNHOMES ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 414 W. Main, Baytown, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to PARK PLACE TOWNHOMES ASSOCIATION, a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Building Plot" shall mean and refer to each of the individual tracts of land or resubdivision of same, into which the property (including any added or annexed property), excepting the Common Area, has been divided for the construction of townhouses thereon for individual use and ownership.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Building Plot 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 6. "Declarant" shall mean and refer to W. K. MC CONNELL, M. P. MC CONNELL, G. C. MC DOWELL, AND S. R. MC DOWELL, and W. K. MC CONNELL CONSTRUCTION COMPANY, their heirs, successors and assigns if such heirs, successors or assigns should acquire more than one undeveloped Building Plot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Clerk of Harris County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P. M. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 but not more than 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

157-85-0273

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Building Plot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. Until the election of directors at the first annual meeting of the members the initial board of directors shall so serve.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years, as needed.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the

157-85-0274

floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

157-85-0275

(b) suspend the voting rights and right to use of any recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting which such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote:

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Building Plot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand

by an person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the

remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

157-85-0278

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. 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.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Ten (10%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Building Plot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PARK PLACE TOWNHOMES ASSOCIATION.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting

157-85-0279

of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of PARK PLACE TOWNHOMES ASSOCIATION, have hereunto set our hands the _____ day of _____ A.D., 1979.

M. P. Mc Connell
M. P. MC CONNELL

W. K. Mc Connell
W. K. MC CONNELL

S. R. Mc Dowell
S. R. MC DOWELL

G. C. Mc Dowell
G. C. MC DOWELL

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared M. P. MC CONNELL, W. K. MC CONNELL, S. R. MC DOWELL, G. C. MC DOWELL, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for, the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of May A.D., 1979.

Karla Opryshek
Notary Public in and for Harris County, TX.
Karla Opryshek

157-85-0280

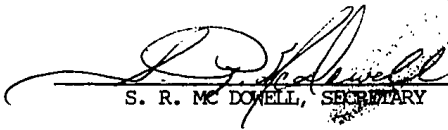
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the PARK PLACE TOWNHOMES ASSOCIATION, a Texas Non-Profit Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 7 day of May, A.D., 1980.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 7 day of May, A.D., 1980.


S. R. MC DOWELL, SECRETARY

FILED
MAY 8 10 43 AM '80
P. A. Redman
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS X
COUNTY OF HARRIS X

157-85-0281

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared G. C. MC DOWELL, 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 PARK PLACE TOWNHOMES, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of May,
A. D., 1980.

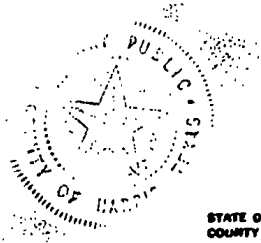
Karla Opryshek
Notary Public in and for Harris County, Texas
Karla Opryshek



THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, JESS TAYLOR, 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 CITIZENS BANK AND TRUST COMPANY OF BAYTOWN, TEXAS, a company, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of March,
A. D., 1980.



Pamela Lee Straight
Notary Public in and for Harris County, Texas

PAMELA LEE STRAIGHT
Notary Public in and for Harris County, Texas
My Commission Expires 06/23/80

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

MAY 8 1980



Quinta Lohman
COUNTY CLERK,
HARRIS COUNTY, TEXAS