

The Official Copy of the Protective Covenants is available at the

Montgomery County Clerk's Office.

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The following facsimile of the Protective Covenants is for search purposes only. The facsimile is intended to help residents find the specific section of the Covenants that pertain to particular issues. The Official Version recorded with the Harris County Clerk's Office is the only official version. This facsimile is not to be relied upon as a legal document. In any dispute, the version filed with the Montgomery County Clerk's Office shall take precedent over this facsimile.

FIRST AMENDED
DEDICATION OF RESTRICTIONS

THE STATE OF TEXAS
COUNTY HARRIS

KNOW ALL MEN BY THESE PRESENTS

Whereas, SUMMER HILLS DEVELOPMENT CORPORATION, a Texas corporation, is the owner of all that certain real property comprising Summer Hills section 1, herein sometimes referred to as: "Subdivision", according to the map or plat thereof of record in cabinet C, Page 118 of the Plat Records of Montgomery County, Texas. Reference is herein made to said map or plat as representing the true and correct platting of the real property described by metes and bounds as set out in Exhibit "A" attached hereto and incorporated herein by reference.

Whereas, Summer Hills Development Corporation, in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said subdivision, and for the protection of such property value therein, desires to place on and against property certain protective and restrictive covenants regarding the use of thereof.

Now, Therefore, KNOW ALL MEN BY THESE PRESENTS, that Summer Hills Development Corporation, a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the tracts located in said "Summer Hills Section 1", owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building or other improvements shall be erected, placed or altered, including any walls, fences or hedges or the erection begun, or changes made in the design thereof after original construction on any lot until the construction, plans and specifications and a plot plan showing the location of the structure or improvements have been submitted to and approved by the Architectural Control Committee, or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with

respect to topography or disapproval as required herein shall be in writing. The Architectural Control Committee is composed of three (3) members who are to be named by Summer Hills Development Corporation. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event of the Architectural Control Committee fails to approve or disapprove within thirty (30) days after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in location where, in its judgment, such deviation will result in a more beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions. The Architectural Control Committee may assign to a Lot Owners Association, if one is formed, any and all rights reserved to the Architectural Control Committee hereunder. Any such assignment shall be evidenced by a proper instrument in writing recorded in the Official Public Records of Real Property of Montgomery County, Texas. The owner of any lot will be individually responsible for the installation of septic tank on his lot, and the septic tanks must meet the applicable federal, state, or local jurisdictional restrictions.

2. All tracts in Summer Hills Section 1 save and except those designated as "Reserves" or otherwise designated on the aforementioned map or plat of this subdivision shall be known and designated as follows and shall be used for residential purposes only, except those designated "Commercial" and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

A. COMMERCIAL LOTS

Lots 108, 111, 143, 146, 394, 397 thru 400, 404, 406, 407, 414, 435 thru 443, 377 thru 389, 444 thru 452.

B. RESIDENTIAL LOTS

Lots 1 through 13, 16 through 34, 166 through 169, 171 through 187, 190 through 224, 229 through 274 and 510 through 531, are hereby designated as permanent home residential lots and are to be used for single family dwellings only.

C. MOBILE HOME LOTS

All remaining lots except those specifically designated in the above paragraphs, shall be designated as permanent or mobile home lots and may be used only as single-family dwellings. No trailer smaller than 12 feet wide and 60 feet long and no older than five (5) years of age may be placed on these lots unless otherwise approved in writing by the officers of Summer Hills Development Corporation or the Property Owners Association. All mobile homes shall comply with lot lines, set back lines and other restrictions for permanent homes, which are applicable.

All mobile homes will have skirts on all sides of the home. All skirting shall be completed within ninety (90) days from date of installation of mobile home.

All mobile homes not of new construction must be inspected by an officer of Summer Hills Development Corporation or a member of the Property Owner's Association, if one exists, prior to installation. The cost of the inspection, if any, shall be borne by the purchaser.

D. USE

No dwelling shall be erected, altered, placed or permitted to remain on any of said lots other than single family, together with such servants quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourist cottages or as placed of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.

1. Except for the areas listed on the recorded plat as unrestricted, no dwelling shall be erected on any lot in the subdivision unless the same shall have an exterior area of not less than 900 square feet and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants quarters or the appendages.

2. No building or structure shall be occupied or used until the exterior thereof is completely finished.

3. Except as may be authorized in writing by the Architectural Control Committee, or its assigns, no building shall be located nearer to the front lot line than fifty feet (50) nor nearer the side street than twenty feet (20) nor nearer than five feet (5) to any side lot line than three feet (3). Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2) from the slab or foundation. The Architectural Control Committee may grant variances to such building setback line which, in its judgment will result in a more beneficial use of the property. Except as may be authorized in writing by the Architectural Control Committee, all improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage, provided that garages on corner lots may face the street if specifically approved by the Architectural Control Committee. No fence, wall, hedge, pergola or other detached structure shall be erected or maintained or any part of any lot forward of the front or side building line. For the purposed of this covenant, unless otherwise provided for herein, eaves, steps and unroofed terraces shall not be considered as part of a building, provided however, that this shall not be constructed to permit any portion of the construction on one lot to encroach upon another lot.

4. In no event shall any residential lot be used for any business purposes, only that property located in designated Reserves may be used for commercial business.

5. All residences in the subdivision are to have at least a one car enclosed attached garage or one car no attached garage.

6. No boats or trailer shall be permitted to be placed in front of any residential building.

D. CONSTRUCTION

All exterior construction materials shall be approved by the Architectural Control Committee. No Concrete blocks shall be used in said construction and all buildings shall be built on a slab or a solid concrete foundation. In no event shall any old house or building be moved onto any lot or lots in said subdivision. The exterior construction of any kind and character is the primary residence, garage, porches or appendages thereto, shall be completed with six (6) months after the pouring of the slab.

1. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No lot may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or their equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and not visible from any road or right of way.

2. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to any motor vehicle not properly licensed by the State Of Texas, junk or wrecking yards, automobiles, trucks or their vehicles for parts.

3. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other outbuilding or structures shall be moved onto a lot in this subdivision nor shall any garage or other outbuilding be used as a temporary or permanent residence in this subdivision.

4. ANIMALS

No livestock of any kind other than pets may be kept on said property. All animal waste material must be disposed of in a healthful and sanitary manner and all applicable health regulation must be strictly complied with by the owner. No animal shall be kept on the lot, which results in an annoyance to or it, obnoxious to the residents in the vicinity. Adequate fences shall be maintained for any animals in order to prevent their trespassing onto other lots.

5. UTILITY EASEMENTS

For the benefit of Summer Hills Development Corporation, or its assigns, and the owners of lots in "Summer Hills, Section I, a utility easement of ten (10) feet shall exist adjacent to all streets to allow for the future construction, repair, maintenance and operation of a system or systems of electric light, power, telephone lines, gas, water, sanitary sewers, storm sewers or any other utility company using such utility easements shall be liable for any damage done by such parties or their agents or employees to tree, shrubbery, flowers or other property of any owner situated on land covered by said utility easements.

Title conveyed to any lot in the subdivision shall not be constructed to include the title to any appurtenances or facilities constructed upon, under, along, across or through such public utility easements. Neither Summer Hills Development Corporation, nor its assigns or successors or any utility company using such utility easements shall be liable for any damage done by such parties or their agents or employees to tree, shrubbery, flowers or other property of any owner situated on land covered by said utility easements.

6. FENCES AND PLANTS

All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable in appearance at all times.

7. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except on sign of not more than five (5) square feet advertising the property for sale or rent, or signs by a builder to advertise the property during the construction and sales period.

8. MAINTENANCE ASSESSMENTS

Summer Hills Development Corporation imposes on each residential lot or parcel of land (save and except those tracts designated as "Reserve Lots") owned within the properties and hereby covenants that each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to Summer Hills Development Corporation or its assigns annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a 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 lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them. Appropriate recitations in the deed conveying each residential lot will evidence the retention of a vendor's lien by Summer Hills Development Corporation, for the purpose of securing payment of said charge.

9. PURPOSE OF ASSESSMENT

The assessment levied by Summer Hills Development Company, or its assigns shall be used exclusively to promote the recreation, health, safety and welfare of residents of the properties and for the improvement and maintenance of the common area, and of homes situated upon the properties. Permissible uses of the assessments levied by Summer Hills Development Corporation, or its assigns shall include but not be limited to the payment for maintenance or installation of streets, roads, highways, curbs, gutters, sidewalks, trees, paths, parks, parkways, esplanades, vacant lots, mosquito fogging, garbage and refuse collection, the employment of policemen, watchmen, or other security personnel, and the payment of legal fees incurred in connection with the enforcement of all recorded charges and maintenance assessments, restrictions, covenants and conditions affecting said property to which the maintenance fund herein described applies.

10. MAXIMUM ANNUAL ASSESSMENT

Until January of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Seventy Two and No/100 Dollars (\$72.00) per lot.

(A) From and after January 1 of the year immediately following and conveyance of the first year lot to any owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above the three percent (3%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

11. RATE OF ASSESSMENT

All tracts shall commence to bear the applicable maintenance fund assessments simultaneously except those tracts owned by Summer Hills Development Corporation, which inventory is exempt from assessment. Tracts, which are occupied by residents, shall be subject to annual assessments, determined by the Board Of Directors (according to Paragraphs 11, 12, and 13). Any and all interest, costs and reasonable attorney's fees incurred in the satisfaction of unpaid assessments shall be a personal obligation of owner.

12. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS

The annual assessments provided for herein shall commence as to all tracts on the first day of the month following the conveyance of a tract to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Summer Hills Development Corporation, or its assigns shall fix the amount of annual assessment each tract at least thirty (30) days in advance of each annual assessment period. A written statement of assessment shall be sent to every owner subject thereto or to the owners designee, or to the mortgage company holding a first lien on the tract if the owner has notified Summer Hills Development Corporation, in writing, that the assessments are to be paid out of escrow funds established and collected by said mortgage company for the purpose of paying the assessments. Said written statement of assessment shall state (1) the amount of the assessments against the tract stated in terms of the total due and owing on the assessments and (2) that unless the owner shall pay the assessment with thirty (30) days following the date such payment specified in the statement, the same shall be deemed delinquent and will bear interest at the rate of ten percent (10%) per annum on the unpaid portion of the assessment until paid. Upon written certificate stating all assessments and charges (including interest and costs, if any) due and payable as of the date of the certificate, Summer Hills Development Corporation may make a reasonable charge the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter herein stated as between Summer Hills Development Corporation, and any bona fide purchaser or lender, on the lot specified in such certificate.

13. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF SUMMER HILLS DEVELOPMENT CORPORATION OR ITS ASSIGNS

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. In addition to the right to sue the owner individually, Summer Hills Development Corporation, or its assigns, shall have the right to enforce its lien to the same extent, including a foreclosure sale and deficiency degree, and (to the extent the appropriate court will accept jurisdiction, subject to the same procedures, (as in the case of mortgages or deeds of trust under the applicable law), and the amount due thereon, as well as the cost of such proceedings, including reasonable attorney's fees and interest. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area or abandonment of his or her lot.

14. SUBORINATION OF LIEN

The vendor's lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing (1) given to secure the payment of the purchase price thereon), comprising Summer Hills Development Corporation, subdivision in Montgomery County, Texas, as herein described or (2) give to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction addition or repair of any improvements now or hereinafter situated upon all or any part or the real property comprising Summer Hills Development Corporation, a subdivision in Montgomery County, Texas, as herein described.

The giving of thirty (30) days written notice to the holders of all outstanding indebtedness Secured by a lien, mortgage or encumbrance made superior hereby of any proposed proceedings (judicial or otherwise) shall be a condition precedent to any such enforcement. The notice herein required shall be sent by registered or certified mail, return receipt requested, with all postage prepaid to said holders and shall include a statement of the assessments the non payments of which is the basis of said proposed proceedings.

The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payments, which become due prior to such sale or transfer. No sale of transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.

15. ENFORMCEMENT

Summer Hills Development Corporation or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of these deed restrictions. Failure by Summer Hills Development Corporation, or its assigns, or the owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

16. SEVERABILITY

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

17. ANNEXATION

Annual assessments for annexed areas should commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

18. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of a majority of the lots in the subdivision shall, by instrument in writing duly placed of record, elect to terminate these restrictions and the force and effect thereof.

19. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser of his successors, heirs and assigns.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and also as shown on the map or plat of Summer Hills, Section I, Montgomery County, Texas, and lots with such reservations, easements, restrictions, etc. are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said subdivision, the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

IN WITNESS WHEREOF, SUMMER HILLS DEVELOPMENT CORPORATION, a Texas corporation, has caused these presents to be executed by its president and attested by its secretary all thereunto duly authorized on this 15th day of March 1981.

ATTEST

SUMMER HILLS DEVELOPMENT CORPORATION

Jerry Burrell, Secretary

Robert B. Higgs, President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT B. HIGGS, president of SUMMER HILLS DEVELOPMENT CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.