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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF VALLEY FORGE TOWNHOUSES

THE STATE OF TEXAS §
COUNTY OF HARRIS §

WHEREAS, RONALD E. RATHJEN COMPANY (hereinafter called
"Developer") is the owner in fee simple of the following described
property:

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Lot 390, WESTHAVEN ESTATES SECTION TWO (2),
an addition in Harris County, Texas according
to the map or plat thereof, recorded in
Volume 30, Page 47 of the Map Records of
Harris County, Texas.

WHEREAS, it is the desire of Developer to place restric-
tions, covenants, conditions, stipulations and reservations upon and
against such property comprising VALLEY FORGE TOWNHOUSES in order
to create and carry out a uniform plan for the improvement, develop-
ment and sale of the townhouses, for the benefit of the present and
future owners of said property:

NOW, THEREFORE, BE IT RESOLVED that the restrictions and
covenants hereinafter set out shall be, and the same are, made applic-
able to VALLEY FORGE TOWNHOUSES, an unrecorded addition in Harris
County, Texas. The reservations, restrictions, covenants and ease-
ments shall apply uniformly to the use, occupancy and conveyance of
all townhouses, and each contract or deed which may be executed with
regard to any of such property in VALLEY FORGE TOWNHOUSES, shall
be conclusively held to have been executed, delivered and accepted
subject to the following reservations, restrictions, covenants and
casements as though set out in full or by reference in said contract
or deed:

1. Townhouses as the term is used in these restrictions
means Tracts One (1) through Four (4), being certain tracts of land
out of Lot 390, WESTHAVEN ESTATES, SECTION TWO (2), an addition in
Harris County, Texas according to the map or plat thereof recorded
in Volume 30, Page 47 of the Map Records of Harris County, Texas,

and such Tracts being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

2. Common Property as the term is used in these restrictions means Tract Five (5) within VALLEY FORGE TOWNHOUSES, being the balance of the property not specifically designated as Tracts One (1) through Four (4), said Tract Five (5) being a certain tract of land out of Lot 390, WESTHAVEN ESTATES, SECTION TWO (2), and addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 30, Page 47, of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as Exhibit "B" attached hereto and made a part hereof.

3. The common property shall be improved, maintained and used by VALLEY FORGE OWNERS ASSOCIATION (hereinafter called "Association"), in accordance with the following terms and conditions:

(a) The common area being designated a private drive shall be improved, maintained and used solely as a private drive for the townhouse owners and their guests, invitees, and licensees who shall have an easement for ingress and egress over and across said drive at all times. The Association shall have full control and discretion with respect to the details of such improvements, maintenance and use of said improvements.

(b) That portion of the common property not designated as a private drive shall be improved, maintained and used solely for the townhouse owners and their guests, invitees and licensees as such, including, but not limited to, private sidewalks, private parking areas, private landscaped areas with trees, shrubs, walks, and plantings, lighting, and the like, harmonious and consistent with an open and accessible area. The Association shall have full control and discretion with the details, location and use of such items, as well as the improving and maintaining of same and the townhouse owners are required to abide by the regulations adopted by the Association.

But it is expressly agreed and understood however, that title to said common property Tract Five (5) is and shall be vested

in the owners of the townhouses (Tracts 1-4); owners of each tract (Tracts 1-4) shall own an undivided one-fourth (1/4) interest in said Tract 5, the common property, and that such owners are and shall be liable for any and all taxes, assessments and charges incurred or assessed against said property by any local, state or national government or any special district or taxing authority or other municipality.

It is further expressly covenanted, agreed and stipulated that the common property (Tract 5) shall not be partitioned among the owners of Tracts 1-4 unless upon expiration of these restrictions by a unanimous affirmative vote of all the owners of Tracts 1-4 at that time agree to partition said Tract 5, whether such partition be in kind or in money as determined by a majority vote of said owners. All owners of the townhouses (Tracts 1-4) are and shall be members of the Association and each townhouse shall be entitled to only one (1) vote in meetings and other actions by the Association.

4. The Association shall perform all functions necessary for the proper maintenance, upkeep and repair of the common property and all improvements, fixtures and equipment thereon, including without limitation, repairs and replacements of the improvements, fixtures and equipment and cleaning of the premises.

5. No townhouse shall be used for any purpose except "residential" purposes. The term residential purposes as used herein shall be used and held and construed to exclude commercial and professional uses; any such uses of this property except for the use of sites for models, constructions and sales offices which will be used at the discretion of Developer are hereby expressly prohibited. Nothing contained herein shall prohibit an owner from leasing or renting for single family residential purposes.

6. The area outside of the permanent improvements placed on each townhouse shall be landscaped upon approval of the Association. No building fence, wall or other structure shall be commenced, erected or maintained upon any tract or townhouse after its original purchase from the Developer, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees of the Association. In the event said Trustees or their designated committee, fails to approve or disapprove said design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this provision will be deemed to have been fully complied with.

7. Party Wall Agreement

(a) Each wall which is built as a part of the original construction of the townhouses upon the properties and placed on or adjacent to the dividing line between the tracts shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) In the event of damage or destruction of a party wall, the cost of reasonable repair and maintenance shall be shared by the owners; and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence or willful acts shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.

(c) The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

(d) Either abutting owner shall have the right to break through the party wall for the purpose of repairing or restoring sewage, water or other utilities, subject to the obligation to restore said wall to its previous structural condition at his own expense and the payment, to the abutting owner of any damages negligently caused thereby.

(e) Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that portion of the premises of the abutting owner on which said party wall is located for party wall purposes.

(f) The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any tract in said multiple unit shall be deemed to accept said deed with the understanding that each and every purchaser is also bound thereby by the provisions herein contained, and each and every purchaser, by accepting a deed to any tract, shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had executed this instrument.

(g) In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall upon three (3) days notice choose one arbitrator, and such arbitrators shall within three days choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators to which all parties shall be bound.

8. Each townhouse sold by Developer shall be subject to an annual maintenance fund charge to be known as the "maintenance fund." The maintenance fund charge shall be Three Hundred Sixty and 00/100 Dollars (\$360.00) per year per townhouse and is due and payable to the Association in advance on the first day of each month in consecutive installments of Thirty and 00/100 Dollars (\$30.00). The first payment on each townhouse does not become due and payable until there is a conveyance to a party not a signatory to these restrictions, and is not a party purchasing three (3) or more townhouses, at which time the purchaser will pay the pro rata portion required; monthly payments shall commence on the first day of the month following the conveyance, and continue with like payments on the same day of each month thereafter, and to

secure the payment of maintenance and assessments charges, a lien shall be retained against each townhouse, premises and improvements thereon in favor of the Association and each deed conveying a townhouse shall contain appropriate recitations imposing the maintenance charge and creating the lien. Such maintenance charge may be adjusted by a majority vote of the owner/members of the Association over and above the per year as the needs of the property may in its judgment require. Upon an affirmative vote of a majority of the owner/members of the Association, special assessments may be levied, and a lien retained against all of the townhouses for additional and/or extraordinary expenses for application for the purpose delineated herein for which the regular maintenance fund may be expended. The Association shall apply the total fund arising from such charges, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes: notwithstanding the liability of the owners thereof as set out in Section Three (3), for the payment of any ad valorem taxes and other assessments levied or imposed against the common property; for the construction and maintenance of rights-of-way and easements; for the upkeep, repair and maintenance of all common property and the placement of improvements, including the replacement of obsolete or damaged improvements, fixtures and equipment; to provide for the landscaping of the common property and portions of the townhouses necessary to provide a uniform scheme of landscaping for the whole subdivision; to provide for the regular removal of normal daily refuse of all townhouse owners and such refuse and debris as may accumulate on any portion of the herein described property; for the payment of personal liability insurance in an amount not less than \$250,000.00 per person and \$500,000.00 per occurrence and for the payment of property damage insurance in the amount of not less than \$50,000.00;

for the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions, and conditions affecting said property to which above maintenance charge applies; for the payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge; for employing policemen and watchmen if employed; and doing any other thing necessary or desirable in the opinion of the Association to keep the property in the subdivision in neat and good order, or which it considers of general benefit to the owners or occupants of the townhouses, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. All mortgagees having a mortgage interest in any of said townhouses shall be notified in writing by the Association of any default by the owner of any of said townhouses in the performance of such owner's obligations under the terms of this declaration which is not cured within thirty (30) days. Any such mortgage holder which comes into possession of the townhouse pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged townhouse which accrue prior to the time such holder comes into possession of the townhouse. The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the owner of any townhouse to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such townhouse or tract.

9. No obnoxious or offensive activity shall be permitted within any townhouse or common area, nor shall anything be done thereon which may be or become an annoyance or nuisance.

10. No vehicle or structure of a temporary character, including but not limited to boats, trailers, motor or mobile homes, tents, shacks, garages, barns, or other outbuildings shall be used or placed on any tract or the common area at any time, either temporary or permanent, nor shall any of such be used as a residence.

11. No signs of any kind shall be displayed to the public view on any tract unless and until such sign shall have been approved by the Association.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall any wells tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract. No drrick other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

13. No animals, livestock, rabbits or poultry of any kind shall be raised, bred or kept on any tract; except that dogs, cats or other household pets may be kept, provided they are not kept for any commercial purposes. No pets or livestock of any kind shall be staked or pastured on any tract in the subdivision or on the common property.

14. No tract shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers at locations which shall have been approved by the Association.

15. No privy, cesspool, septic tank or disposal plant shall be erected or maintained on any tract, unless written permission is first obtained from the Association.

16. The Association and its assigns reserve the right to pave over all driveway easements.

17. Tracts One (1) through Four (4) shall be denied direct driveway access to any street except that Tract Five (5) the common property, shall have direct driveway access to Valley Forge.

18. Tracts One (1) through Four (4) shall have the exclusive right to use two (2) covered parking spaces each. No fence, wall, gate, garage storage building or any other structure of any nature shall be erected or maintained on, in or around the covered parking spaces in Tracts One (1) through Four (4). The driveway access of Tract Five (5), the common area, shall be kept clear of all obstructions so that same shall be available as a fire lane.

19. These restrictions and the maintenance charge shall remain effective until December 31, 2008, and shall automatically be extended thereafter for successive periods of five (5) years each; provided, however, that the owners of all the townhouses in the Association subject to the restrictions and maintenance charge, may revoke same on either December 31, 2008, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements, in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to December 31, 2008, or at any time prior to One (1) year preceding the expiration of any successive five (5) year period thereafter. The agreements and covenants herein contained having to do with the common property and all other covenants shall be considered as covenants running with the land and shall be binding upon the Developer, the purchaser and owners of such townhouses and the Association therein, their heirs, administrators or executors, successors and assigns, and shall inure to the benefit of the

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... their mortgagees or beneficiaries of deeds of trust or lessees, their heirs, executors, administrators, successors and assigns, of any part who shall be privileged hereunto to enforce the uses hereinabove specified and the covenants herein contained.

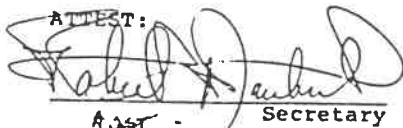
20. Violations of any restrictions, conditions or covenants herein shall give Developer, purchasers and owners of said townhouses and Association, their heirs, administrators, executors, and successors and assigns the right to enter upon the property where such entry and abatement or removal shall not be deemed a trespass.

21. Enforcement of the restrictions, covenants, and conditions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Association may bring an action at law against the owner of any townhouse in default under the conditions hereof or foreclose the lien or assessments against the property. Invalidation of any one of these covenants by judgment or court order shall not, in anywise, affect any of the other provisions hereof which shall remain in full force and effect.

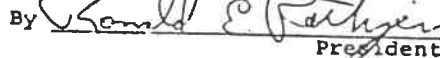
22. Any violation of the easements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgage or trustee under any mortgage or deed of trust outstanding against any townhouse at the time that the easement, restriction, reservation or covenant may be violated.

EXECUTED this 22nd day of September, 1978.

ATTEST:


A JST - Secretary

RONALD E. RATHJEN COMPANY 

By 
President

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RONALD E. RATHJEN, president of RONALD E. RATHJEN-COMPANY known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of September, 1978.



James M. [Signature]
NOTARY PUBLIC in and for Harris
County, Texas
Comm Exp 10/24/78

THE STATE OF TEXAS

COUNTY OF HARRIS

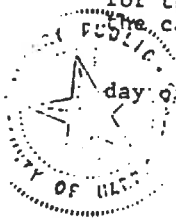
LIENHOLDER'S JOINDER

The undersigned bank, being the present lien creditor with respect to the above-described property owned by Ronald E. Rathjen Company, joins in the execution of this document for the purpose of assenting to this Declaration of Covenants, Conditions and Restrictions of Valley Forge Townhouses, as herein contained, and of subordinating its liens to said Declaration.

By John Pheys
Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John Pheys, Vice President of National Standard Bank, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of said National Standard Bank for the purposes and consideration therein expressed and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of September 1978.

Clay E. Murrill
Notary Public in and for
Harris County, T E X A S

TRACT ONE:

All that certain parcel of 1126.8 square feet, being part of Lot 390, Block 15, Westhaven Estates, Section 2, per plat thereof recorded in Volume 30, pages 46-47 of the Map Records of Harris County, Texas; said parcel of 1126.8 square feet being more particularly described as follows:

COMMENCING for reference at a 1/2-inch iron rod set in the Southwesterly corner of Lot 390 in the Northerly line of Valley Forge Road (based on a width of 60.00 feet);

THENCE North 0° 06' 30" West, 23.80 feet;

THENCE North 89° 39' 30" East, 5.30 feet to the Southwesterly corner and the TRUE POINT OF BEGINNING of the parcel herein described;

THENCE North 0° 20' 30" West, 62.60 feet to the Northwesterly corner of the parcel herein described;

THENCE North 89° 39' 30" East, 18.00 feet to the Northeasterly corner of the parcel herein described;

THENCE South 0° 20' 30" East, 62.60 feet to the Southeasterly corner of the parcel herein described;

THENCE South 89° 39' 30" West, 18.00 feet to the TRUE POINT OF BEGINNING and containing 1126.8 square feet.

TRACT TWO:

All that certain parcel of 1126.8 square feet being part of Lot 390, Block 15, Westhaven Estates, Section 2, per plat thereof recorded in Volume 30, pages 46-47 of the Map Records of Harris County, Texas; said parcel of 1126.8 square feet being more particularly described as follows:

COMMENCING for reference at a 1/2 inch iron rod set in the Southwesterly corner of Lot 390 in the Northerly line of Valley Forge Road (based on a width of 60.00 feet);

THENCE North 0° 06' 30" West, 23.80 feet;

THENCE North 89° 39' 30" East, 23.30 feet to the Southwesterly corner and the TRUE POINT OF BEGINNING of the parcel herein described;

THENCE North 0° 20' 30" West, 62.60 feet to the Northwesterly corner of the parcel herein described;

THENCE North 89° 39' 30" East, 18.00 feet to the Northeasterly corner of the parcel herein described;

THENCE South 0° 20' 30" East, 62.60 feet to the Southeasterly corner of the parcel herein described;

THENCE South 89° 39' 30" West, 18.00 feet to the TRUE POINT OF BEGINNING and containing 1126.8 square feet.

TRACT THREE:

All that certain parcel of 1126.8 square feet being part of Lot 390, Block 15, Westhaven Estates, Section 2, per plat thereof recorded in Volume 30, pages 46-47 of the Map Records of Harris County, Texas; said parcel of 1126.8 square feet being more particularly described as follows:

COMMENCING for reference at a 1/2 inch iron rod set in the Southwesterly corner of Lot 390 in the Northerly line of Valley Forge Road (based on a width of 60.00 feet);

THENCE North 0° 06' 30" West, 23.80 feet;

THENCE North 89° 39' 30" East, 41.30 feet to the Southwesterly corner and the TRUE POINT OF BEGINNING of the parcel herein described;

THENCE North 0° 20' 30" West, 62.60 feet to the Northwesterly corner of the parcel herein described;

THENCE North 89° 39' 30" East, 18.00 feet to the Northeasterly corner of the parcel herein described;

THENCE South 0° 20' 30" East, 62.60 feet to the Southeasterly corner of the parcel herein described;

THENCE South 89° 39' 30" West, 18.00 feet to the TRUE POINT OF BEGINNING and containing 1126.8 square feet.

TRACT FOUR:

All that certain parcel of 1126.8 square feet being part of Lot 390, Block 15, Westhaven Estates, Section 2, per plat thereof recorded in Volume 30, pages 46-47 of the Map Records of Harris County, Texas; said parcel of 1126.8 square feet being more particularly described as follows:

COMMENCING for reference at a 1/2 inch iron rod set in the Southwesterly corner of Lot 390 in the Northerly line of Valley Forge Road (based on a width of 60.00 feet);

THENCE North 0° 06' 30" West, 23.80 feet;

THENCE North 89° 39' 30" East, 59.30 feet to the Southwesterly corner and the TRUE POINT OF BEGINNING of the parcel herein described;

THENCE North 0° 20' 30" West, 62.60 feet to the Northwesterly corner of the parcel herein described;

THENCE North 89° 39' 30" East, 18.00 feet to the Northeasterly corner of the parcel herein described;

THENCE South 0° 20' 30" East, 62.60 feet to the Southeasterly corner of the parcel herein described;

THENCE South 89° 39' 30" West, 18.00 feet to the TRUE POINT OF BEGINNING and containing 1126.8 square feet.

TRACT FIVE:

All that certain tract of 8,836 square feet being part of Lot 390, Block 15, Westhaven Estates, Section 2, per plat thereof recorded in Volume 30, pages 46-47 of the Map Records of Harris County, Texas; said tract of 8,836 square feet being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set in the Southwesterly corner of Lot 390 in the Northerly line of Valley Forge Road (based on a width of 60.00 feet);

THENCE North 0° 06' 30" West, 140.00 feet to a 1/2 inch iron rod set in the Northwest-erly corner of Lot 390;

THENCE North 89° 50' 00" East, 95.35 feet to a 1/2 inch iron rod set in the Northeast-erly corner of Lot 390;

THENCE South 0° 04' 30" East, 140.00 feet to a 1/2 inch iron rod set in the Southeast-erly corner of Lot 390 in the Northerly line of Valley Forge Road;

THENCE South 89° 50' 00" West, 95.27 feet with said line to the POINT OF BEGINNING and containing 13,343 square feet, SAVE AND EXCEPT the following described tract;

COMMENCING for reference at a 1/2 inch iron rod set in the Southwesterly corner of Lot 390;

THENCE North 0° 06' 30" West, 23.80 feet;

THENCE North 89° 39' 30" East, 5.30 feet to the Southwesterly corner of the excepted tract and the TRUE POINT OF BEGINNING of the excepted tract;

THENCE North 0° 20' 30" West, 62.60 feet to the Northwest-erly corner of the excepted tract;

THENCE North 89° 39' 30" East, 72.00 feet to the Northeast-erly corner of the excepted tract;

THENCE South 0° 20' 30" East, 62.60 feet to the Southeast-erly corner of the excepted tract;

THENCE South 89° 39' 30" West, 72.00 feet to the TRUE POINT OF BEGINNING and contain-
ing 4,507 square feet leaving a net of 8,836 square feet in the tract herein described.

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OLWEN SANDER
2600 S.W. FRIEDWAY, SUITE 110
HOUSTON, TEXAS 77006