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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNES OF BUFFALO BAYOU A SUBDIVISION IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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This Declaration, made on the date hereinafter set forth, by BUFFALO BAYOU JOINT VENTURE, a joint venture between ROGER HOPKINS CONSTRUCTION, INC. and WORK ORGANIZATION, INC.. both Texas corporations, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as THE TOWNES OF BUFFALO BAYOU, a subdivision in Harris County, Texas, according to the Map Records of Harris County, Texas; and WHEREAS, it is the desire of Declarant to place certain restrictions, covenants and conditions, stipulations and reservations upon and against THE TOWNES OF BUFFALO BAYOU, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon THE TOWNES OF BUFFALO BAYOU, and declares the following reservations, easements, restrictions, covenants, and conditions (sometimes referred to herein collectively as "covenants and restrictions") applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

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ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to THE TOWNES OF BUFFALO BAYOU HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Subdivision Plat" shall mean and refer to the map or plat of THE TOWNES OF BUFFALO BAYOU, recorded in Volume 319 Page 137 of the Map Records of Harris County, Texas, and any recorded replat thereof.

Section 5. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the Subdivision Plat (with the exception of the Common Properties).

Section 6. "Common Properties" shall mean and refer to those areas of land within the Properties as are now or later shown and identified on the Subdivision Plat as "Restricted Reserve", together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of grants or dedications by Declarant or Declarant's

successors in title. References herein to "the Common Properties in the Subdivision" shall mean and refer to Common Properties as defined respectively in The Declaration and all Supplemental Declarations.

Section 7. "Architectural Control Committee" shall mean and refer to THE TOWNES OF BUFFALO BAYOU ARCHITECTURAL CONTROL COMMITTEE provided for in Article VII hereof.

Section 8. "Declarant" shall mean and refer to BUFFALO BAYOU JOINT VENTURE, its successors and assigns.

Section 9. "Project" shall mean the Lots and the Common Properties, together with all Townhouse dwelling units, and other improvements of whatever type located thereon.

Section 10. "Townhouse" shall mean and refer to any single family residential unit situated upon a Lot or Lots.

Section 11. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 3, hereof.

Section 12. "Director" shall mean and refer to all those Owners designated, and their successors and assigns, as appointed or elected in accordance with the provisions in Article IV, Section 2, hereof.

ARTICLE II.

Reservations, Exceptions and Dedications

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations, certain minimum setback lines, and restrictions applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions, minimum setback lines, and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties, whether specifically referred to therein or not.

Section 2. Utility Easements and Rights-of-Way. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph, cable television, and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements and utilities referred to above.

Section 4. Easements and Appurtenances. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to (a) any easement affecting same for driveways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, cable television, telephone or other utility purposes for each and all Lots. Such easement(s) shall convey no interest in pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and (b) the right of Declarant, its successors and assigns, to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

Section 5. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing, and

maintaining all utilities, including but not limited to water, sewer, telephones, cable television, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying or repairing service to install and maintain pipes, wires, conduits, service lines, or other facilities or appurtenances thereto, on, above, across and under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on the portions of the Properties abutting such easements. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property situated on the land covered by said easements.

Section 6. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Properties in the performance of their duties. Further, an easement is hereby granted to the Association, its Directors, agents, employees and management personnel to enter the Properties to render any service.

Section 7. Minor Encroachments. Each Lot and the property included in the Common Properties shall be subject to a perpetual easement for minor encroachments from adjoining Lots which are caused or created by unintentional error in construction, settling, shifting of soils, protrusions and overhangs, and a temporary easement for ingress and egress during and in connection with the maintenance and construction of improvements on adjacent property. In addition, Lots 1, 6, 7, and 11 as shown on Subdivision Plat may locate one sidewalk to any adjacent street right-of-way. Such sidewalks may be located in Common Properties. However, such sidewalk may not be covered.

Section 8. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction maintenance, operation or repair of any facility in any such easement area.

ARTICLE III.

Property Subject to this Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of all of THE TOWNES OF BUFFALO BAYOU, according to the Plat thereof recorded in Volume 379, Page 137 of the Map Records of Harris County, Texas (or any subsequently recorded plat thereof), which real property is sometimes hereinafter referred to as the "Existing Property".

Section 2. Mineral Exception. There is hereby excepted from the Properties and Declarant will hereafter except from all its sales and conveyances of the Properties, or any part thereof, including the Lots and Common Properties, all oil, gas, and other minerals, in, on, and under the Properties.

ARTICLE IV.

The Association

Section 1. Purpose. The purpose of the Association in general is to provide for and promote health and welfare of the Members, to collect the monthly maintenance charges and to administer the Maintenance Fund (as defined herein), to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties in the Subdivision.

Section 2. Directors. The Association shall act through a three (3) member Board of Directors, which shall manage the affairs of the Association. The initial Directors of the Association shall be SHANNON H. WORK and ROGER E. HOPKINS, who by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. At such time as sixty percent (60%) of the total Lots authorized to be developed in the Properties have been improved, sold and conveyed for residential use, and are ready for residential use, a third Director shall be elected by the then Lot Owners, who shall serve until such time as one hundred percent (100%) of the total authorized Lots have been improved, sold and conveyed for residential use, and are ready for residential use. At such time as one hundred percent (100%) of the total authorized Lots have been improved, sold and conveyed for residential use, and are ready for residential use, SHANNON H. WORK and ROGER E. HOPKINS shall resign as Directors, and successor Directors shall be elected by the then Lot Owners who shall each serve a three (3) year term and until his successor is duly elected and qualified. Any vacancy, from whatever cause, occurring in the Board of Directors during a three (3) year term shall be filled by appointment by the remaining Director or Directors. The person appointed by the remaining Director or Directors to fill such vacancy shall serve for the remainder of the three (3) year term and until his successor is duly elected and qualified.

Section 3. Members. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 4. Voting Rights. All elections by owners shall be preceded by notice signed by the Directors then in office, or should there be no Directors, then by three (3) such Owners, sent by mail to or personally served upon all Owners at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Directors. The said notice shall specify the time and place of meeting which shall be in THE TOWNES OF BUFFALO BAYOU, Texas. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting, in person or by proxy, shall have the power to elect such Directors, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Owner, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Owner constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. Any business relevant or pertinent to the affairs of the Properties may be transacted at any meeting of Owners called in conformity with the procedure described above.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE V.

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties, and such right and easement shall be appurtenant to and shall pass with the title to each Lot in the Subdivision.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to make, publish, and enforce reasonable rules and regulations that shall be binding upon, complied with, and observed by each Member; and
- (b) The right of the Association to grant or dedicate easements in, on, under or above such Common Properties or any part thereof to any public or governmental agency or authority or to any utility facility or equipment situated in any part of such Common Properties and owned by the Association to any public or political

authority or agency or to any utility company rendering or to render service to the Subdivision or any part thereof, and

- (c) The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Properties; and
- (d) The right of the Association to suspend the voting rights of a Member during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and
- (e) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in The Declaration and in all other Supplemental Declarations.

ARTICLE VI.

Monthly Assessments

Section 1. The Maintenance Fund. All funds collected by the Association from the regular monthly maintenance charges imposed on the Lots in the Subdivision by The Declaration and all other Supplemental Declarations, shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members and including, without limitation, the installation, construction, erection, maintenance and relocation of improvements related to the enhancement and beautification of the Common Properties and Facilities in the Subdivision, and any other areas provided by The Declaration or any Supplemental Declaration to be developed or maintained by the Association, such as shrubbery, trees, walkways and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of the Subdivision by the Members.

Section 2. Covenant for Assessments. Subject to the provisions set forth below in Sections 3 and 4 relating to the rate at which the maintenance charge and assessments imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with a regular monthly maintenance charge or assessment in the amounts shown for each on Schedule, attached hereto (herein sometimes referred to as the "full maintenance charge") which shall run with the land, subject to increase and decrease and payable as provided in this Section 2.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership, thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Properties, or any part thereof, or by abandonment of his Lot or his interest therein.

The Board of Directors of the Association may decrease or increase the amount of the full maintenance charge assessment for each Lot or assessment provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing assessments shall become effective prior to the expiration of ninety (90) days from the date of its adoption. No resolution of the Board of Directors which fixes the amount of the full maintenance charge assessment in excess of one hundred ten percent (110%) of the amount assessed in the preceding calendar year, shall become effective unless and until such resolution is ratified by the written assent of the Members of the Association who in the aggregate then own at least seventy-five percent (75%) of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The

written assent or the vote of the Members must be given prior to the effective date of the resolution of the Board of Directors. No increase in assessments shall take effect retroactively.

If any resolution of the Board of Directors which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the full maintenance charge assessment or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Directors may decrease the amount of the full maintenance charge assessment or assessment without ratification by or assent of the members of the Association.

Section 3. Unimproved Lots Owned by Declarant or Builders. Declarant and builders shall pay ten percent (10%) of the then existing full maintenance charge assessment for each Lot owned by them. Declarant and builders shall commence payment of ten percent (10%) of the then existing full maintenance charge assessment for each Lot owned by them at such time as sixty percent (60%) of the total Lots authorized to be developed in the Properties have been improved, sold and conveyed for residential use, and are ready for residential use.

Section 4. Unimproved Lots Owned by Owners Other Than Declarant and Builders. Owners of unimproved Lots other than Declarant and builders shall pay fifty percent (50%) of the then existing full maintenance charge assessment for each Lot owned by them, until a residential structure has been completed thereon and has been occupied.

Section 5. Quorum for any Action Authorized Under Section 2. The Quorum required for any action authorized by Section 2 hereof shall be as follows:

At the first meeting called, as provided in Section 2 hereof, the presence at the meeting of Members, or of proxies entitled to cast eighty percent (80%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 6. Special Assessment for Capital Improvements. In addition to the full maintenance charge assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, common driveway, or utilities owned and maintained by the Association, provided that any such assessment shall have the assent of at least seventy-five percent (75%) of the votes of the Members of the Association called for this purpose and at which a quorum is present.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Owner for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

Section 8. Liens to Secure Assessments. The full maintenance charge assessment or assessments, as herein above provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members. The lien hereby created shall be subordinate 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, and

(b) all liens securing amounts due or to become due under any term Contract of Sale date, or any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable, and

(c) all liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot and the

improvements thereon, if improved, when the same is purchased, or for any part of the cost of construction, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes.

Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which become due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which become due prior to such foreclosure, be extinguished by any foreclosure.

Section 9. Effect of Non-Payment of Assessment. If any full maintenance charge assessment or assessment is not paid within thirty (30) days from the date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorney's fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 10. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE VII.

Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as harmony of external design or location in relation to property lines, building lines, casements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by the Architectural Control Committee constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the Properties in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of structures with respect to major entry and frontage. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural

design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

Section 2. Committee Membership. The Architectural Control Committee shall be initially comprised of SHANNON H. WORK and ROGER E. HOPKINS. In the event that one hundred percent (100%) of the total Lots authorized to be developed in the Properties have been improved, sold and conveyed for residential use, and are ready for residential use, the Association's Board of Directors will assume the positions, duties and power of members of the Architectural Control Committee. Membership on the Architectural Control Committee will thenceforth be a vested power and responsibility of each serving Director.

Section 3. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards, provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 4. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Control Committee, by vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under jurisdiction of such committee pursuant to this Article, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement, development and maintenance of the property.

ARTICLE VIII.

Other Easements

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

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone and cable television lines or drainage facilities are installed within the Properties, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by the Association or any entity other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots within the Properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Properties, which connections serve more than one (1) Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

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

Section 3. Public Streets. All Lots within the Subdivision shall abut and have access to a public street. Public street rights-of-way are shown on the recorded plat of THE TOWNES OF BUFFALO BAYOU.

Section 4. Universal Easement. Each Lot and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachments, settling or shifting; provided, however, that in no event shall an easement or encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each Lot within the Properties

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is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining Lot and/or Common Property and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

Section 5. Party Walls.

(a) Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots 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) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) 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.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE IX.

Utility Bills, Taxes and Insurance

Section 1. Obligation of the Owners.

(a) Each Owner shall have his separate electric, gas and water meter and shall directly pay at his own cost and expense for all electricity, gas, water, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him on his Lot.

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

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

Section 2. Obligation of the Association.

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

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

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Properties and the contents thereof and the Association against the risks of loss or damage by fire and other

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hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Properties.

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

ARTICLE X.

Maintenance and Repairs

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

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Properties and all parts thereof.

ARTICLE XI.

Restrictions of Use

Section 1. Single Family Residential Construction. No Building shall be erected, altered or permitted to remain on any single Lot, other than one single-family residential dwelling and a private garage for not less than two (2) cars. No such residence shall be constructed on less than the equivalent of one (1) full Lot as defined on the recorded Subdivision Plat or any recorded replat thereof approved by Declarant.

Section 2. Commercial Use. No part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes, except Declarant, its successors or assigns, may use the Properties for a model home site, and display and sales office during the construction and sale period which shall in no event extend longer than one (1) year after the date hereof.

Section 3. Minimum Square Footage. The living area of the main residential structure shall not be less than 2,500 square feet for any dwelling constructed within the Properties. Multi-story dwellings shall contain a minimum of 950 square feet including a private garage on the ground floor. No more than one (1) dwelling shall be built on any one (1) Lot or building site. The Architectural Control Committee or its assignee, at its sole discretion, and with the approval of Declarant, is hereby permitted to approve deviations in the building area and location in instances where, in their judgment such deviation will result in a more common beneficial use.

Section 4. Location of Improvements Upon the Lot. No building shall be located on any Lot nearer to the front lot line or side street lot line than the minimum building setback lines shown on the recorded plat.

Section 5. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of any Lot except one sign for each building site, of not more than five hundred seventy-six (576) square inches for the purpose of advertising the property for sale or rent; provided, however, that Declarant, its agents and assigns, may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision, and sale of said property. Declarant shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lots in violation of this Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

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Section 6. Prohibition of Offensive Activities. No noxious or offensive trade or activity shall be conducted, whether for profit or not, on any Lot. No activity which may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance, or which will degrade property values, or distract from the aesthetic beauty of the Subdivision, shall be conducted.

Section 7. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shower, garage, barn or other outbuilding shall be construed, erected, altered, placed or permitted to remain on any Lot at any time as a residence or other use, either temporarily or permanently except such building offices, sales offices and for other related purposes during the construction period.

Section 8. Animal Husbandry. Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a Lot, (not to exceed a total of three (3) pets, provided they are not kept, bred, or maintained for any commercial purpose.) Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in any annoyance or are obnoxious to residents of the vicinity.

Section 9. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No mobile home, trailer, camper, boat, truck or other automobile or equipment shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of any such vehicles or items must be screened from public view within the garage.

Section 10. Walls, Fences and Hedges. Chain-link fences are prohibited on any portion of the Property.

Section 11. Visual Screening on Lots. The drying of clothes in public view is prohibited. Similarly all yard equipment, woodpiles or storage piles in public view are prohibited.

Section 12. Lot Maintenance. The Owner and/or occupants of all Lots shall maintain their Lots at all times in a sanitary, healthful, safe and attractive condition. In no event shall Owners or occupants use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereof as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish on the Property. Owner or occupant of any Lot in observing the above requirements, or any of them such default continuing after thirty (30) days written notice thereof. Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful, safe and sanitary condition, and may charge the Owner or occupant, as the case may be, for said services, and the Owner or occupant agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien shall be retained against the described property in favor of Declarant or its assignee but inferior to purchase money liens or mortgages. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 13. Antennas. No exterior television or radio antennae towers, satellite dishes, or similar structures will be allowed on any Lot in the Properties without the prior written consent of the Directors, which consent shall not be given without unanimous approval of the Directors.

Section 14. Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees on any Lot or Common Property existing before construction or planted thereafter, shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 15. Roofing Material. The roof of any building shall be constructed or covered with "Weatherwood" color shingles. All buildings on the Property shall maintain the same roofing material and color.

Section 16. Roof Projections. No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of chimneys, vent stacks, other ventilation and sky lights.

Section 17. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the property.

Section 18. Window Treatments. All interior window treatments shall provide a backing of a white or off-white color, or be of a stained natural wood material. At no time shall window treatment backing exposed to the public, public streets, or other Lots on the Property be of a bright color or any other unacceptable color. Similarly, no windows may be covered with any reflective coatings or treatments including but not limited to reflective window tints or aluminum foil.

Section 19. Landscape Maintenance. All landscaping on the Property including shrubs, trees, grass and other plantings, shall be maintained continuously by an agent or employee of the Association and be budgeted and paid for through each Owner's monthly full maintenance charges. Any special landscaping on any Lot installed by the Owner shall be the maintenance responsibility of such Owner. At no time shall the Association be responsible for maintaining landscaping requiring special or additional care.

Section 20. Mailboxes, house numbers, garage doors and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

ARTICLE XII.

General Provisions

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall forever run with and bind the land. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any member.

Section 5. Annexation. Additional residential property and Common Properties may be annexed to the properties with the consent of seventy-five percent (75%) of the Owners.

ARTICLE XIII.

Reservation of Minerals

There is hereby excepted from the land encompassed by the boundaries of this Subdivision, and Declarant will hereafter except from all its sales and conveyances of said land, or any part thereof, including the Common Properties, all oil, gas and other minerals, provided that Declarant hereby retains and reserves and by each conveyance will retain and reserve the right to pool the land with other lands, together with the right to drill under and through the subsurface of the land for development of oil, gas and other minerals. Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant and its successors and assigns.

ARTICLE XIV.

Utilities

Section 1. Electrical Service. An electric distribution system will be installed within THE TOWNES OF BUFFALO BAYOU. The Association shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground or aboveground (as the case may be) service cable and appurtenances from the point of the electric company's metering for the customer's structure to the point of attachment at such company's installed transformers or

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energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Association shall 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 location and installation of the meter of such electric company for each Townhouse constructed.

Section 2. Water Service. Water service to the Properties shall be provided by the City of Houston, Texas, by way of water mains to be owned, operated, maintained and repaired by the City, and to the individual Lots and the Common Properties by way of distribution lines to be owned, operated, maintained and repaired by the Association.

Section 3. Sanitary Sewer Service. Sanitary sewer service shall be provided to each Lot and to the Common Properties by means of sanitary sewer collection lines within the Properties to be owned, operated, maintained and repaired by the Association, and which shall connect to the main sanitary sewer lines of the City of Houston, Texas.

Section 4. Telephone Service. Telephone Service shall be available to each Lot by way of underground or above ground (as the case may be) cables which shall be installed, owned and maintained by the Association. The Association shall be authorized and empowered to grant such specific easements, in, under, on or above the Property as the telephone company may require to furnish such service.

Section 5. Storm Sewers. Storm sewers in the Properties for the drainage of surface waters shall be owned, operated, maintained and repaired by the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand this 16th day of September, 1997.

Ret.
Buffalo Bayou Joint Venture
5850 San Felipe, Suite 500
Houston, TX 77057

DECLARANT: BUFFALO BAYOU JOINT VENTURE

by: *Shannon H. Work*
Shannon H. Work, Its President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared SHANNON H. WORK, PRESIDENT of BUFFALO BAYOU JOINT VENTURE, known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of Sept., 1997.

Lynn L. Paul
Notary Public in and for the State of Texas

FILED
97 SEP 16 AM 11:50
Lynn L. Paul
COUNTY CLERK
HARRIS COUNTY, TEXAS



514-80-1445

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, PENAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE 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 herein by me; and was
duely RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

SEP 16 1997



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS