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DECLARATION
OF

148-37-0778

COVENANTS, CONDITIONS AND RESTRICTIONS

FILED AS
RESTRICTIONS
HARRIS COUNTY TEXAS

THE STATE OF TEXAS |
COUNTY OF HARRIS |

KNOW ALL MEN THESE PRESENTS:

2050
MV

THAT WHEREAS, U. S. HOME CORPORATION OF TEXAS, a Texas corporation,
is the owner of certain property in Harris County, Texas, described as follows:

Being 3.1721 acres out of Reserve "G", being more fully described in Exhibit I, attached hereto and made a part hereof for all purposes, of CROWN COLONY WEST, according to the public street dedication plat thereof, recorded in Volume 173, Page 52 of the Map Records of Harris County, Texas, from which property there has been, or will be cut out 10 Building Sites for 40 Quadplex tracts, all as hereinafter provided, said Building Sites being more fully described in Exhibit II, attached hereto and made a part hereof for all purposes; and all the remainder of the property shall constitute Common Area.

NOW THEREFORE, it hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CROWN COLONY WEST PATIO HOME HOMEOWNERS ASSOCIATION, INC., 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 tract, or portion of a tract, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 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. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be

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owned by the Association at the time of the conveyance of the first tract is described as follows: All of the properties above described and the buildings, structures and improvements thereon, SAVE AND EXCEPT the 10 Building Sites above described and shall include for example, but not by way of limitation, all recreational facilities, community facilities, trees, landscaping, pipes, wires, conduits and other public utility lines situated thereon.

Section 5. "Tract" shall mean and refer to that portion of any of the ten (10) Building Sites (except the Common Area) on which there is or will be constructed a quadraplex of single family dwelling units which may be individually and separately owned. For all purposes hereunder it shall be understood and agreed that said 10 Building Sites constitute forty (40) quadraplex tracts and Declarant shall be the owner of all of said 40 tracts, SAVE AND EXCEPT only those particular tracts which Declarant conveys in fee simple title by recordable deed from and after the date hereof. "Quadraplex" shall mean four single family residence units joined together by a common wall, or walls and/or roof and/or foundation.

Section 6. "Declarant" shall mean and refer to U. S. HOME CORPORATION OF TEXAS, its successors and assigns if such successors or assigns shall acquire more than one undeveloped tract from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every tract, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his tract remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first tract. As a right running with the real property, ownership of each tract shall entail the use and enjoyment of all walks, stairs, pavement, driveways, parking areas, entrances and exits owned by the Association and there shall always be access by both pedestrians and vehicles to and from each quadraplex to a street dedicated to public use without hindrance of such communication ways by the Association and/or tract Owners. Title to the Common Area shall remain undivided in the Association so as to preserve the rights of the Owners with respect to their use and enjoyment of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a tract which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each tract owned. When more than one person holds an interest in any tract, all such persons shall be members. The vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any tract.

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Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each tract owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) two (2) years from the date hereof.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments;

The Declarant, for each tract owned within the properties, hereby covenants, and each Owner of any tract by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first tract to an Owner, the maximum annual assessment shall be \$180.00 per tract.

- (a) From and after January 1 of the year immediately following the conveyance of the first tract to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

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

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. As long as there is a Class B membership, the Board of Directors may charge and collect a fraction of the annual assessment on each tract until the conveyance of said tract by Declarant to an Owner, provided that any such fractional charge to Declarant shall not be less than twenty-five percent (25%).

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all tracts, except as

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provided in Section 3 (c) hereof, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all tracts on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified tract has been paid.

Section 8. Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the owner-member personally obligated to pay the same, or foreclose the lien against the property. No owner-member may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of his tract.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any tract to secure the payment of monies advanced and used for purpose of purchasing and/or improving such tract. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to and accepted by a local public authority, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of

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Texas shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V
PARTY WALLS

Section 1. General Rules of Law to Apply. 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 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. The Owner of a quadraplex shall not cut through or make any penetration through a party wall for any purpose whatsoever.

Section 2. Sharing of Repair and Maintenance. 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.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, 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 equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, 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.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any tract after its purchase from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each tract which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, carports, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, patios, window and door fixtures and hardware; maintenance and repair of these areas and items shall be the sole responsibility of the individual tract owner.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees,

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and not covered or paid for by insurance on such tract, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such tract is subject.

ARTICLE VIII

USE RESTRICTIONS

Section 1. All buildings or structures on the property shall be of new construction.

Section 2. Each tract conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 3. The tract shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereof; nor shall any Owner's or resident's use of a tract endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

Section 4. No buildings other than quadrplexes, being four single family residences joined together by a common wall or walls, and/or roof and/or foundation, shall be constructed on the tracts.

Section 5. No building or structure shall be moved onto said tracts.

Section 6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any tract at any time as a residence, either temporarily or permanently.

Section 7. No advertising signs (except one "For Rent" or "For Sale" sign of not more than five square feet per tract) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said tracts.

Section 8. The foregoing covenants of this Article VIII shall not apply to the activities of CROWN COLONY WEST PATIO HOME HOMEOWNERS ASSOCIATION, INC., a non-profit corporation incorporated or to be incorporated under the laws of the State of Texas, or Declarant. Declarant may maintain, while constructing and selling the Quadrplexes, in or upon such portions of the property as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

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Section 9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Section 10. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring tracts and streets, and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

Section 11. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so as not to be seen from neighboring tracts and streets.

Section 12. Without prior written authorization of the Board of Directors no television or radio antennas of any sort shall be placed, allowed or maintained on any tract or any portion of the exterior of the improvements located on the property, nor upon any structure situated upon the property.

Section 13. All fixtures and equipment installed within a quadruplex, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior walls of the quadruplex, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another quadruplex or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other quadruplexes or their Owners.

Section 14. No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by Owners of tracts, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed forty-eight (48) hours, family, guests and invitees of Owners of tracts may park their vehicles in the guest parking areas provided on the properties. Guest parking areas are not intended for use by the Owner of tracts for parking or storing boats, trailers, camping units, or any personal vehicles and the Board

Section 15. Except in the individual patio area appurtenant to a quadplex, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the building or as approved by the Association's Board of Directors or their designated architectural committee. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual tract owner and not in any manner the responsibility of the Association.

ARTICLE IX

EASEMENTS

Section 1. Each quadplex and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and over-hang of the structures build by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event a building containing a quadplex, is partially or totally destroyed and then rebuilt, the Owners of the quadplex agree that valid easements shall exist for any encroachment resulting therefrom.

Section 2. There is hereby created an easement across all properties for the purposes of necessary ingress and egress to install, replace and repair and maintain utilities including, but not limited to water, sewer, telephone, electricity and gas. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the property until approved by Declarant or the Association's Board of Directors. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement by separate recordable instrument, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. Underground single phase electric service shall be available to all residential tracts aforesaid and to the recreation buildings to be constructed on the Common Area and the metering equipment shall be located on the exterior surfaces of their walls at a point to be designated by the utility company. The utility company furnishing the

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service shall have a two foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the quadraplex.

Section 4. Neither Declarant nor any utility company using the easements shall be liable for any damage done by them, their employees, or agents, to shrubbery, trees, flowers, or improvements other than those built by Declarant and located on the land covered by said easements.

Section 5. The Owners of the respective tracts shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his tract.

Section 6. Easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plat and instruments recorded in the office of the County Clerk of Harris County, Texas, and by instruments that may hereafter be recorded in said office as provided in Section 2 of this Article IX above. Copies of these shall be kept on file in the initial registered office of the Association. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress or egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

ARTICLE X

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 and 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 to the right to do so thereafter.

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the tract Owners. Any amendment must be properly recorded in Harris County, Texas.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Books and Records. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. Copies of the Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association. Upon order additional copies may be purchased at a reasonable cost.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16th day of August

1972.
ATTEST:

James A. Boyd
Notary Public, Secretary

U. S. HOME CORPORATION OF TEXAS

By Charles Monaco
Charles Monaco, President

Return to:

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RONALD W. CHAPMAN
ATTORNEY AND COUNSELLOR AT LAW
12800 MURPHY ROAD
P. O. DRAWER D
STAFFORD, TEXAS 77477