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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WEST BEND, SECTION ONE
A SUBDIVISION IN HARRIS COUNTY, TEXAS

143-90-0297

lee

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS DECLARATION, made on the date hereinafter set forth, by STUCKEY, PACE AND BUTLER, INC., and SUTHERLAND DEVELOPMENT COMPANY, both corporations having their principal office in Houston, Harris County, Texas, and HIGHWAY 6 INVESTMENTS, a joint venture comprised of STUCKEY, PACE AND BUTLER, INC., and SUTHERLAND PROPERTIES, INC., hereinafter collectively called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of that certain property known as WEST BEND, SECTION 1, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 285, Page 137, of the Map Records of Harris County, Texas, and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property 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 West Bend, Section 1 and declares the following reservations, easements, covenants, restrictions and conditions, applicable thereto, all of which are for the purposes 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 WEST BEND COMMUNITY IMPROVEMENT ASSOCIATION, INC., its successors and assigns, provided for in Article V hereof.

Section 2. "Properties" shall mean and refer to WEST BEND, SECTION 1, subject to the reservations set forth herein and/or in the Subdivision Plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for residential purposes.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is the part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of West Bend, Section 1, recorded in Volume 285, Page 137, of the Map Records of Harris County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the West Bend Architectural Control Committee provided for in Article IV hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. The subdivision plat is dedicated for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat, further, establishes certain restrictions applicable to the Properties, including, without limitation certain minimum set back lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof 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 said property and or any part thereof, whether specifically referred to therein or not.

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Section 2. 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 and telephone line or lines, water lines, storm drainage, gas, sewers, or any other utility Declarant sees fit to install in across and/or under the Properties.

Section 3. 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, but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration.

Section 4. 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 5. 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 any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any 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 where not affected the right 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.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential Lots"), and no structure shall be erected, altered placed, or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than two or more than four cars. As used herein,

the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

Section 2. ARCHITECTURAL CONTROL. No building shall be erected placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

Section 3. DWELLING SIZE. The ground floor of the main residential structure, exclusive of open porches and garages, shall not be less than 1,000 square feet for one-story dwellings, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1-1/2), or a two (2) story dwelling be less than 1,250 square feet.

Section 4. Type of Construction, Materials and Landscape.

(a) No residence shall have less than fifty-one percent (51%) masonry construction or its equivalent on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.

(b) No external roofing material other than wood shingles or 235# composition shingles of a wood tone color shall be constructed or used on any building in any part of the Properties without the written approval of the Architectural Control Committee.

(c) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire front of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner Lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk

and same shall be constructed and completed before the main residence is occupied. At each street intersection and/or pedestrian crosswalk, where there is a sidewalk, there shall be provided curb ramps with a rough, non-skid surface, to accommodate handicapped individuals in wheelchairs. The type of construction and the specifications for said curb ramps shall be as provided by the Harris County Engineering Department.

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(d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Properties.

(e) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in serviceable condition.

(f) Before any landscaping shall be done in the front of any newly constructed dwelling, the landscape layout and plans shall have been first approved by the Architectural Control Committee. Such landscaping is to be done in the parkway area and on the front of the Lot at the time the dwelling is being completed and before occupancy.

(g) No fence or wall shall be erected, placed, or altered on any Lot nearer to the street than the minimum building setback lines as shown on the subdivision plat. The erection of a chain link fence facing upon a street on any Lot is expressly prohibited.

Section 5. Building Location.

(a) Lots in all of Blocks 5, 6, 7, 8, 9 and 10. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No part of any garage which is closer than sixty-five (65) feet to the front lot line shall be located closer than three (3) feet to any interior Lot line and no other building shall be located nearer than five (5) feet to any interior Lot line.

(b) Lots in all of Blocks 1, 2, 3 and 4. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. A building may be located on one side Lot building line, "zero setback line", provided a minimum five (5) foot building setback is honored on the Lot's other interior Lot line, except a garage or other permitted accessory building located sixty-

five (65) feet or more from the front Lot line may be located within three (3) feet of an interior Lot line. Overhang of the roofs of such buildings or structures shall be permitted beyond the zero setback lines and property lines so long as such overhang does not extend out more than eighteen (18) inches from the slab or foundation on the zero setback line. No doors shall be permitted on the zero setback side of the structure unless the wall is a minimum of three (3) feet from the zero setback line except that walls on the zero setback line may have doors if such wall faces onto a reserve or easement. No windows shall be permitted in the wall of a structure on the zero setback side without the express approval of the Architectural Control Committee.

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(c) Zero setback line building materials. The side wall of a Living Unit or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material consisting of masonry with brick-face exterior or similar material as approved by the Committee.

(d) Each owner shall always have the right to enter the adjacent property to perform maintenance upon the building wall that is on the Property line (Zero Setback Line Wall), and each owner shall at all times keep this wall in good repair. All Deeds of Trust upon these lots shall so convey this right. This covenant shall in no way be construed as giving any owner the right to enter upon the adjacent property for any reason other than for maintenance of the Zero Setback Line Wall.

(e) No main residence building nor any part thereof shall be located on any interior Lot nearer than fifteen (15) feet to the rear Lot line. For the purpose of this covenant, air conditioning compressors, eaves, steps, open porches and garages shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each detached garage will face and be located at least sixty-five (65) feet from the front of the Lot on which it is situated and will be provided with the driveway access from the front of the Lot only; except that driveway access may be provided to corner Lots from any side street.

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Section 6. Minimum Lot Area. No Lot shall be resubdivided, nor shall any building be erected or placed on any Lot having an area of less than 5,000 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties if such resubdivision results in each resubdivided Lot containing not less than the minimum Lot aforesaid; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area.

Section 7. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

Section 8. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other out-building shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities. No truck, trailer, boat, automobile or other vehicle shall be stored, parked or kept on any Lot or in the street in front of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day to day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any Lot covered hereby.

Section 9. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot except (i) one sign of not more than ten (10) square feet advertising the particular Lot or plot on which the sign is situated for sale or rent and (ii) one sign of not more than five (5) square feet to identify the particular Lot or plot as may be required by the Federal Housing Administration

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or Veterans Administration during the period of actual construction of a single-family residential structure thereon. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 9, be erected, permitted or maintained on any Lot or plot without the express prior written consent of the Architectural Control Committee.

The term "Declarant" as used in this Section 9 shall refer to said entities and such successors or assigns of such entities to whom the rights under this Section 9 are expressly transferred.

Section 10. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed or use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without delay, until the completion of the improvements after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

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Section 12. Underground Residential Subdivision. An underground electric distribution system will be installed in that part of West Bend, Section 1, designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in West Bend, Section 1. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment of such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known

as single phase, 240/120 volts, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Developer or the Lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the Company shall not be obligated to provide electric service to any such mobile home unless (i) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent facilities to serve such Subdivision or (ii) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (i) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit, plus (ii) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by Company to be necessary.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building shall be erected, placed or altered on any Lot until the construction plans and specifications of a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed

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pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to the commencement of construction.

The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it and received by it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The initial members of the Architectural Control Committee shall be Bennis Butler, Randall Turner and John Pace.

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Section 2. Replacement. In the event of the death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

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. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; provided, that any time after January 1, 1989, two-thirds (2/3) vote of the members present and voting, the Community Improvement Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

WEST BEND COMMUNITY IMPROVEMENT ASSOCIATION, INC.

Section 1. Membership. Every person or entity who is a record owner of any of the Properties which are subject or which will be subject upon

the completion of improvements thereon to a maintenance charge assessment by the Association, including contract Sellers, shall be a member of the West Bend Community Improvement Association, Inc. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

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Section 2. Voting Rights. The Association shall have two classes of memberships.

Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Stuckey, Pace and Butler, Inc., Sutherland Development Company and Sutherland Properties, Inc., their successors and assigns, the Declarant defined in this Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1; provided, however, that 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) January 1, 1989.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote upon all matters as one group.

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Section 3. Non-Profit Corporation. West Bend Community Improvement Association, Inc., a non-profit corporation, has been organized, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. Bylaws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

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

ARTICLE VI

MAINTENANCE CHARGE

Section 1. Each Lot in West Bend, Section 1, is hereby subject to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within West Bend, Section 1, to West Bend Community Improvement Association, Inc., on or before January 1 of each year, in advance annual installments, commencing on the first day of the month following conveyance of the first property to a homeowner; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the assessed rate until the first day of the month following completion and occupancy of a permanent structure thereon. (The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may, in the judgment of the Association require;) provided, however, that such assessment will be uniform and in no event will such assessment or charge exceed \$15.00 per Lot per month, or \$180.00 per Lot per year until Class B membership ceases pursuant to Article V, Section 2. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of West Bend, Section 1; provided, however, that each future section of West Bend to be entitled to the benefit of this maintenance

fund must be impressed with and subjected to the annual maintenance charge and assessment on a uniform per Lot basis, equivalent to the maintenance and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Future sections of West Bend Subdivision may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership, however, upon submission and approval by the Federal Housing Administration and/or Veterans Administration of a general plan of the entire development, and approval of each stage of development such future sections of West Bend Subdivision may be annexed by the Developer without such approval by the membership. The uses and benefits to be provided by the said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: constructing and maintaining parkways, rights-of-way, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant lots and doing other things necessary or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties, 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.

Section 2. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey to such Lots the Vendor's Lien for benefit of the Association, said Lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies

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advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

Section 3. The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

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


Section 3. FIA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the West Bend Community Improvement Association, Inc., the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 4. Approval of Lienholder. Capital National Bank, a national bank, the holder of a lien or liens on West Bend, Section 1, a subdivision in Harris County, Texas, joins in the execution hereof to evidence its consent thereto, and hereby subordinates its lien or liens to the provisions hereof.

EXECUTED this 30th day of October, 1979.

STUCKEY, PACE AND BUTLER, INC.


ATTEST:


 Secretary
 JOHN PACE

By Bennis Butler
 President
 BENNIS BUTLER

SUTHERLAND DEVELOPMENT COMPANY

ATTEST:


 Secretary
 R.M. TURNER

By Robert V. Nelson Jr.
 President
 ROBERT V NELSON JR

HIGHWAY 6 INVESTMENTS, A JOINT VENTURE

SUTHERLAND PROPERTIES, INC.,
 -VENTURER-

ATTEST:


 Secretary
 R.M. TURNER

By Robert V. Nelson Jr.
 President
 ROBERT V NELSON JR

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ATTEST:

[Signature]
Secretary
JOHN PACE

ATTEST:

[Signature]
Secretary
P. Chris Holder
Assistant Vice President

By [Signature]
President

DENNIS BUTLER

CAPITAL NATIONAL BANK

[Signature]

William D. Treuter President
Senior Vice President

RECORDED MEMORANDUM

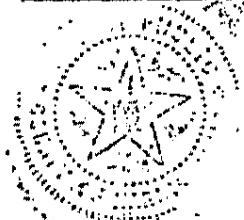
ALL BLANKETS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

THE STATE OF TEXAS *

COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, on this day personally appeared Dennis Butler, of STUCKEY, PACE AND BUTLER, INC., 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of October, 1979.



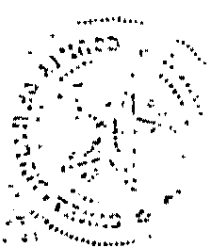
[Signature]
Notary Public in and for
Harris County, Texas
MARY COWART

THE STATE OF TEXAS *

COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, on this day personally appeared Robert V. Johnson, Jr., of SUTHERLAND DEVELOPMENT 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of October, 1979.



[Signature]
Notary Public in and for
Harris County, Texas

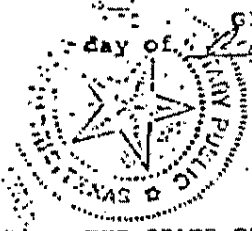
JOAN E. JOSEPH
Notary Public in and for Harris County, Texas
My Commission Expires 11-16-79

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Jones, Jr., of SUTHERLAND PROPERTIES INC., 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of October, 1979.



Joan L. Joseph
Notary Public in and for
Harris County, Texas

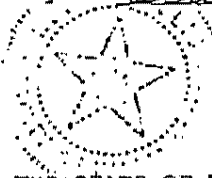
JOAN L. JOSEPH
Notary Public in and for Harris County, Texas
My Commission Expires 11-18-79

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Bennis Buttle, of STUCKEY, PACE AND BUTLE INC., 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of October, 1979.



Mary Cowart
Notary Public in and for
Harris County, Texas

MARY COWART

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of November, 1979.



Sherri P. Lough
Notary Public in and for
Harris County, Texas

Sherri P. Lough
Notary Public in and for Harris County, Texas
My Commission Expires March 28, 1981