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FILED BY  
ALAMO TITLE COMPANY

FIRST AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

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STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF HARRIS           §

La Paloma Estates Ltd. ("Declarant"), a Texas Limited liability company is the owner of certain real property ("Property") and Subdivision named La Paloma which was recorded on October 2, 2001 in Harris County Clerk's Number 491104, with the following legal description: LA PALOMA BEING A SUBDIVISION OF 82.218 ACRES OF LAND OUT OF THE WILLIAM SETTLE SURVEY A-705 HARRIS COUNTY, TEXAS, to which reference is here made for all intents and purposes and further described in exhibits attached hereto. *see*

The aforesaid 82.218 acres of realty tracts being situated and contiguous to each other and incorporated herein by reference and made a part hereof.

Said OWNERS desiring to create and carry out a uniform plan for the improvement, development and sale of all these residential realty tracts, therefore do hereby adopt and establish the following reservations, restrictions, agreements, conditions, liens, charges, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all these individual residential realty tracts and each contract or deed which may be hereinafter executed, delivered and accepted subject to the following reservations, restrictions, agreements, conditions, liens, charges, covenants and easements, regardless of whether or not said reservations, restrictions, agreements, conditions, liens, charges, covenants and easements are set out in full or by reference in said contract or deed.

These restrictions amend, restate and replace the Declaration of Conditions and Restrictions recorded under Clerk's Number V348154, recorded in the Deed Records of Harris County, Texas.

RESTRICTIONS

1. **LAND USE AND BUILDING TYPE:** Except for the production, gathering and use of hay for agricultural purposes, none of said realty tracts shall be used for any purpose except for single-family residential purposes. The term "residential purposes", as used herein, excludes, duplex houses, apartment houses, garage apartments (excluding Outbuildings), and further excludes commercial, trade and professional uses. No building shall be erected, altered or permitted to remain on any realty tract other than one (1) detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not less than two (2) cars and Outbuildings, which structure shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the realty tract or by domestic help employed on the premises and permitted accessory structures. No such residential dwelling shall be constructed on less than one full realty tract.

2) **ARCHITECTURAL CONTROL:** No building or other improvements shall be erected, placed or altered, including any wall, fences or hedges or the erection begun, or changes made in the design thereof nor shall realty tracts be constructed until the construction plans and specifications and a plot plan showing the location of the structure and improvements has been submitted to and approved by the The Architectural Control Committee ("ACC"), or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. The ACC's approval or disapproval as required herein, shall be in writing. The ACC is composed of three (3) members. The ACC will designate a representative to act for it. In the event of death or resignation of any member of the ACC, the remaining member shall have full authority to designate a successor. Neither the members of the

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ACC nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the ACC fails to approve or disapprove within thirty (30) days after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The ACC at its sole discretion is hereby permitted to approve deviations where, in its judgment, such deviation will result in a more beneficial use. Such approval must be granted in writing and where given will become a part of these restrictions. The ACC may assign to a third party or entity any and all rights reserved to the ACC hereunder. Any such assignment shall be evidenced by a proper instrument in writing recorded in the Official Public Records of Real Property of Harris County, Texas.

- 3) **DWELLING SIZE AND SQUARE FOOTAGE:** The living area and square footage of any main residential structure in any such realty tract shall be no less than three thousand (3,000) square feet with a minimum exterior frontage width of eighty-five (85) linear feet.
- 4) **BUILDING LOCATION: Setbacks and Building Locations.** As determined by the ACC, no dwelling or garage shall be placed nearer to any property line than a range of forty-five (45) to one hundred fifty (150) feet, depending on the size and layout of a lot, from the Common Areas (as hereinafter defined) or thirty five to fifty (50) feet from adjacent owner's property line, or any nearer to the setback lines as shown on the Plat (herein so called) of the Property or nearer to any setback line required by the City. The location of the main residence on each Lot and the facing of the main elevation with respect to the street shall be subject to written approval of the ACC.
- 5) **CONSTRUCTION REQUIREMENTS:** All construction of the primary residential structure, garage, porches, and any other appurtenances shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. No residence shall have less than seventy five percent (75%) masonry construction or its equivalent on its exterior wall area, unless otherwise approved by the ACC, except that detached garages may have siding of a type and design approved by the ACC. All chimney or fireplace enclosures facing a public street shall be one hundred percent (100%) masonry construction.
- 6) **SWIMMING POOLS:** No above ground-level swimming pools shall be installed on any Lot; the ACC must approve Plans for private swimming pools. All pools must be fenced, built according to safety statutes and approved by the ACC. No above ground pools will be permitted other than temporary toddler pools less than 24 inches in height.
- 7) **GARAGES & OTHER STRUCTURES:** Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. Detached garages, carports and storage rooms must be approved in writing by the ACC. All garages must conform in design and materials with the main structure. All garages must be rear or side entry, so that no garage door appears from the front of any residence, unless a variance is granted by the ACC. No garage may exceed in height the dwelling to which it is appurtenant.
- 8) **OUTBUILDINGS.** Servants quarters, Guest Quarters, Private Offices, Mother-in-Law plans and Pool Cabanas (as hereinafter described and referred herein as the "Outbuildings") will be subject to the same construction requirements set forth in this document, but may contain as little as 500 square feet. Outbuildings may not be occupied by the owner during the period of construction of the primary dwelling.
- 9) **SEPTIC SYSTEM:** All Lot Owners shall provide for the disposal of waste material through a septic system approved by the appropriate governmental authority and the ACC and the Association. No privy or cesspool shall be placed or maintained upon any Lot. All septic systems must be installed must be aerobic only. All septic systems shall be inspected not less than once every five years and meet the requirements of the State and local government authorities for licensing. A copy of the inspection report shall be delivered to the Association and the Lot Owner shall make such repairs and improvements as are recommended in such report.

10) DRIVEWAYS: All driveways shall be surfaced with concrete or asphalt materials approved by the ACC, or similar hard surface substance approved by the ACC. All ditch culvert designs must be approved by the ACC. An unobstructed path with a width of not less than twelve feet (12'), including the surfaced driveway, is required to provide access for emergency vehicles to each Lot. Any driveway into a Lot, which is constructed over a drainage canal or ditch, will be constructed so as to conform to the details approved by the ACC.

11) CULVERTS: No culvert, bridge, or crossing may be installed by Lots in the Common Area right-of-way unless approved by the proper authorities and the ACC. Conformances to size and grade requirements are mandatory. All culverts will be installed with headers, or retainers, on each end to prevent erosion and to dress culvert ends, and must be approved by the ACC.

12) PROHIBITION OF OFFENSIVE ACTIVITIES: No activity, whether for profit or not, shall be carried out on any realty tract which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any realty tract, which may become an annoyance or nuisance to the neighborhood.

13) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, mobile home, motor home, recreational vehicle, campers of any kind or description, barn, or other outbuilding shall be used on any realty tract at any time as a residence. Upon written approval of the ACC a well-maintained construction trailer may be used as an office during the construction period provided it is inconspicuous and sightly and is removed upon the completion of construction.

14) STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES: No boat trailers, travel trailers, inoperative automobiles, campers, buses, recreational vehicles, or vehicles of any kind are to be semi-permanently or permanently stored in the street right-of-ways or on driveways. Permanent and semi-permanent storage of such vehicles or items must be completely screened from view in the garage or barn. Semi-permanent or permanently is defined as any parking or storage, which exceed a Twenty Four (24) hour period of time.

15) WALLS, FENCES AND HEDGES: No fence shall be permitted along the front and front sides, other than horse ranch type fencing which must be approved by the ACC prior to construction of same. The Architectural Control (or its assignee) at its sole discretion is hereby permitted to grant deviations in height and construction materials related to fences and walls, which in their judgment will result in a more beneficial use.

All service and sanitation facilities, woodpiles, tool sheds and air conditioning equipment must be enclosed within fences, and/or landscaping so as not to be visible from the adjoining Lots and residential streets. If fences are desired along the front perimeter of the property they must be constructed of three-rail white PVC board fence and maintained at the expense of the respective property Lot Owner. All other fencing must be approved by the ACC. Owners will be allowed to place "hot wire" in between the rails of the three rail fence, in order to keep pets within the confines of their property. Wrought iron fencing may be used around pools and in the backyard as approved by the ACC. Owners may place privacy fencing approved by the ACC, on the back property line, of property that is not part of the La Paloma subdivision, so as to conceal the property from Non La Paloma neighboring landowners. No chain link type fencing of any type is permitted on the Property except to secure a building site during construction.

16) ROOF COMPOSITION: The ACC will approve roofing materials, which are consistent with the external design, color and appearance of other improvements within the Property. No external roofing material other than that of a wood tone color comprised of slate, tile, metal or 240# composition shingles shall be constructed or used on any building in any part of the Properties unless a variance is granted by the ACC. Wood shingle roofs are not permitted. Flat or reduced pitched roofs will be considered on a case-by-case basis when, in the sole and absolute judgment of the ACC, such a roof is appropriate and in keeping with the architectural style of the house and the character of the community.

17) MAILBOXES: Mailboxes at the curb shall be constructed of brick, masonry or other material

approved by the ACC and shall be of standardized construction and appearance, similar to other mailboxes in the Property. Except for mailbox banks installed by Declarant, all mail boxes and stands must be approved by the ACC and all stands must be constructed of brick, stone or stucco.

18) VISUAL SCREENING ON REALTY TRACTS: The drying of clothes in public view is prohibited, and the owners or occupants of any realty tracts at the intersection of street or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the realty tract is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

19) PROJECTIONS, ANTENNAS, SATELLITE DISHES: No radio or television aerial wires or antenna shall be erected or maintained on any portion of any residential realty tract or the improvements situated thereon unless first approved by the ACC. No projections of any type shall be placed or permitted to remain above the roofline of any residential building with the exception of one or more chimneys and one or more vent stacks without the prior written approval of the ACC. No radio or television aerial wires, antennas and satellite dishes, except as allowed by law and approved by the ACC, shall be maintained on the outside of any building, nor shall any free standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. The location of all shall be subject to the prior written approval of the ACC. Each Lot Owner shall landscape his Lot or provide fencing in accordance with this Declaration, so that no satellite dish is visible from common area streets, common properties, or adjoining Lots.

20) ANIMAL HUSBANDRY: Dogs, cats and other common household pets shall be permitted provided that they are not kept, bred, or maintained for commercial purposes. Horses (not to exceed one per full acre realty tract) shall be permitted provided that they are owned by the owner of the realty tract upon which they are kept, and are maintained in the manner herein specified. No animals shall be kept on any realty tract, which results in an annoyance to, or are obnoxious to other residents in the vicinity. Quarters and shelter for any animals shall be built and kept in a neat and sanitary manner. Buildings for housing any animals shall be approved by the ACC and shall be located not nearer to the front line of any realty tract than two-thirds (2/3) the depth of such realty tract measured along the shorter of its side lines. Adequate ranch type fences approved by the ACC shall be maintained for any animals in order to prevent their trespassing on other realty tracts. All animal waste materials must be disposed of in a healthful and sanitary manner and all applicable health regulations must be strictly complied with by the owner. The undersigned said current OWNER, their successors and assigns, reserves the right to make such additional rules and regulations concerning the keeping of pets and said animals as they may deem necessary.

21) REALTY TRACT MAINTENANCE: The owners or occupants of all realty tracts shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any realty tract for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind. In the event of default on the part of the owner or occupant of any realty tract in observing any of the above requirements, such default continuing after five (5) days written notice thereof, said current OWNER, or their successors, shall without liability to the owner or occupant in trespass or otherwise enter upon said realty tract or cause to be cut such weeds and grass and remove 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 realty tract in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such realty tract for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. If the cost of such remedy or abatement is not paid within thirty (30) days after receipt of such statement, same shall become a lien upon the realty tract affected.

22) LANDSCAPING & TREES Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the written approval of the ACC. Each Lot shall be landscaped prior to occupancy of the residence constructed thereon. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition. No living tree with a trunk diameter of twelve inches or greater shall be cut down or removed from any Lot without the prior written approval of the ACC except for trees within the footprint of a single family

residence to be constructed on the Building Site or within five feet thereof. Dead or damaged trees, which may create a hazard to property or persons within the Property, must be promptly removed or repaired at the Lot Owner's expense. The removal of dirt from any realty tract is prohibited without prior written approval of ACC, or its assignees, except in conjunction with the landscaping of such realty tract or construction being performed on such realty tract.

23) **UTILITY EASEMENTS:** Utility easements are dedicated by the undersigned said OWNER on, over, across, and under each realty tract with the reservation that such utility easements are for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of the undersigned said OWNER, and their assignee, and the owners of the realty tracts in the development, to allow for the future construction, repair, maintenance and operation of a system or systems of electric light and power telephone lines, cable television, gas lines, or any other utility or service which the undersigned said, and their assignee may elect to provide, hereby reserve the right to in the future define and delineate the location of any and all such utility easements. The undersigned current OWNER, and their successor and assignee, reserve the right to make changes in and additions to such utility easements for the purpose of more efficiently serving the development or any property therein. Neither the undersigned current OWNER, nor their successors or assignee, or any utility company using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of any owner situated on land covered by said utility easements. Each owner agrees to any other condition which the undersigned current OWNER or their successor or assignee may hereinafter impose upon or against any realty tract or a portion thereof pursuant to the request of or to meet or satisfy the requirements of the County of Harris, municipal authorities, and utility companies. This provision, agreement and covenant shall remain in full force and effect after, and shall survive the execution and delivery of any deed by the current undersigned or their successor, to an owner, whether or not so stated or contained in any such deed.

24) **ELECTRIC SERVICE:** The owner of each realty tract shall at his 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 the Electric Company furnishing ground services to the residence constructed on such owner's lot. Electric meters must be placed on the side of the house. Access to the meter shall not be blocked by gates, walls or fences at any time.

The installation and use of any propane, butane, LP Gas or other gas tank, bottle, or cylinder of any type (except portable gas grills), shall require the prior written approval of the ACC, and, if so approved, the ACC may require that such tank, bottle, or cylinder be installed underground, unless such underground installation is prohibited by any federal, state or local law or along with any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets.

25) **AIR CONDITIONERS:** No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building on any part of the properties herein described.

26) **SIGNS, ADVERTISEMENTS AND BILLBOARDS:** No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer or a builder to advertise the property during the construction or sales period.

27) **THE LA PALOMA HOMEOWNERS ASSOCIATION:**

**Definitions:**

- a) "Association" shall mean and refer to an incorporated entity, a non-profit corporation established to administer and enforce and perform the duties of this Declaration of Conditions and Restrictions as further described in the Articles of Incorporation filed with the Corporations Section of the Secretary of State of Texas on April 19, 2001. The Association's Charter Number is 01624912 as found in the Certificate of Incorporation dated April 19, 2001. The By Laws of the

Association define the regulations and the procedures governing the Association.

- b) "Owner" shall mean and refer to the record owner, whether one or more persons and entities, of the fee simple title to any realty tract which is a part of the properties, including contract sellers, but excluding those having such interests rarely as Security for the performance of an obligation.
- c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
- d) "Realty Tract" shall mean and refer to any of the realty tracts described by metes and bounds.
- e) The size of each realty tract shall be established in the deed out of the said undersigned current OWNER, or his successors or assignee, with each said realty tract to be described by a metes and bounds description in said deed.
- f) "Declarant" shall mean and refer to La Paloma Estates Ltd., and its successors and assigns, if such successors and assigns should acquire more than one undeveloped realty tract from the Declarant for the purpose of development.
- g) "Board of Directors" shall mean and refer to the Board of Directors of the aforesaid Home Owner Association. The Bylaws of the Association define the regulations and the procedures governing the Association.
- h) "Membership" and "Voting Rights": Every owner of a realty tract, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to any and may not be separated from ownership of any realty tract, which is subject to assessment. The Bylaws of the Association specify the procedures and guidelines of the Membership and Voting Rights.

28) **ENFORCEMENT:** The Association acting through the Board of Directors of the Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

29) **MAINTENANCE ASSESSMENTS:** Said La Paloma Estates Ltd., ("Declarant") impose on each residential realty tract or parcel of land "Access Area" owned within the properties and hereby covenants and each owner of any realty tract by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: (1) Annual Assessments or charges to be established and collected as hereinafter provided, and (2) Special assessments for capital Improvements. Any two or more realty tracts consolidated shall continue to be assessed separately at the rate provided herein. 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 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 realty tract at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them. Appropriate recitations in the deed conveying each residential realty tract by metes and bounds description will evidence the retention of a vendor's lien by said La Paloma Estates Ltd. for the purpose of securing payment of said charge assigned to the Home Owners Association, without recourse on said La Paloma Estates Ltd., any manner for the payment of said charge and indebtedness.

30) **PURPOSE OF ASSESSMENTS:** The assessments contemplated in paragraphs No. 29, herein and levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of residents of the properties and for the improvement and maintenance of the Access Area, and of homes situated upon the properties; however, it is expressly understood and agreed that all realty tracts described in the aforesaid 82.218 acres owned by La Paloma Estates Ltd., or their successors or assignee which have

not been sold to bona fide third party residential purchasers shall be exempt from all such assessments for a term of two (2) years from the execution of this instrument. Permissible uses of the assessments levied by the Association shall include, but not be limited to because of enumeration, the payment for a maintenance or installation of streets, roads, highways, curbs, gutters, sidewalks, trees, paths, parks, parkways, esplanades, vacant realty tracts, mosquito fogging and insect control, garbage and refuse collection, the employment of policemen, watchmen, or other security personnel, and the payment of legal fees incurred in connection with the enforcement of all recorded charges and maintenance assessments, restrictions, covenants and conditions affecting said property to which the maintenance fund herein described applies.

31) **RATE OF ASSESSMENT:** Save and except as provided in the exemption recited in Paragraph No. 30, all realty tracts shall commence to bear their applicable maintenance fund assessment simultaneously and realty tracts owned by La Paloma Estates Ltd., or their successor or assigned are not exempt from assessment, save and except as provided in paragraph No. 30. Realty tracts, which are owned, shall be subject to the full annual per realty tract assessment determined by the Board of Directors. Each realty tract owned by said joint venture within the property, hereby covenants to be personally liable for any and all assessments assessed prior to purchase by another owner, provided, however, that said owner shall share pro-rata with the purchaser the burden of any assessment made during the year of purchase. Each consideration, the sufficiency and receipt of which is acknowledged thereby, to be personally liable for any and all assessments which are assessed subsequent to purchase and prior to purchase by another owner, and a pro-rata share of all assessments made in the year of purchase of said realty tract by owner. Any and all interest, costs and reasonable attorney's fees incurred in the satisfaction of unpaid assessments shall be a personal obligation of owner.

32) **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:** The annual assessments provided for herein shall commence and be paid quarterly at the time of purchase of said realty tract.

33) **MAXIMUM ANNUAL ASSESSMENT:** Until the 31st day of December, 2002, the maximum annual assessment shall be One Thousand and No/100 Dollars (\$1,000.00).

- a) >From and after the 1st day of January 2003, the annual assessment may be increased each year not more than five percent (5.0%) above the assessment for the previous year without a vote of the Membership, which increase if not specifically increased from year to year shall be cumulative to the specific year in which an increase becomes effective.
- b) >From and after the 1st day of January 2004, the maximum annual assessment may be increased above five percent (5.0%) by a vote of two-thirds (2/3rds) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum rate.

34) **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:** In addition to the annual 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 Access Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

35) **WATER AND SEWER SERVICE:** Each realty owner shall arrange and have constructed on his own respective realty tract a fresh water well to provide his realty tract drinking and general water requirements, as well as septic system of such quality, design and capacity to adequately service and store waste and sanitary water needs of the entire realty tract and the improvements situated thereon as well as the other facilities and uses of their respective realty tracts.

36) **EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE**

ASSOCIATION: Any assessment not paid with thirty (30) days after the due date shall bear interest from the due date at the rate of Ten Percent (10.0%) per annum. In the event any assessment is not paid within thirty (30) days after the due date, the Association, in addition to the right to sue the owner individually, shall have the right to enforce its lien to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction, subject to the same procedures, as in the case of mortgages or deed of trust under the applicable law), and the amount due by such owner shall include all assessments due and any interest due thereon, as well as the cost of such proceedings, including reasonable attorney's fees and interest. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Access Road or abandonment or his or her realty tract.

37) SUBORDINATION OF LIEN: The vendor's lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, and (i) given to secure the payment of the purchase price of all or any part of the real property (or any improvements thereon), or (ii) given to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter the described Exhibit "A" through "R" realty tracts, situated in Harris County, Texas, as herein described.

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

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

38) SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

39) AMENDMENT TO THE DEED RESTRICTIONS: 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 sixty-six and two-thirds percent (66-2/3%) of the realty tract owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the realty tract owners. Any amendment must be recorded.

40) BOOKS AND RECORDS: The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-laws of the Association, and Restrictive Covenants shall be available for inspection by any realty tract owner, at the principal office of the Association where copies may be purchased at a reasonable cost.

41) ANNEXATION: Additional residential property and common roadway may be annexed to the properties with the consent of fifty-one percent (51%) of the membership. Annual assessments for annexed areas should commence as to all realty tracts on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.



IN WITNESS WHERE OF the parties hereto have executed this instrument this the 4th day of February, 2003.

OWNERS AND DECLARANTS:

LA PALOMA ESTATES LTD.  
By: CUMMINGS-BACCUS INTERESTS LC,  
A Texas limited liability company, General Partner

By: [Signature]  
Ross M. Cummings, President

202  
2003 FEB - 6 AM 11:17  
FILED  
County Clerk  
HARRIS COUNTY TEXAS  
Dorely L. Kaufman

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS §  
BEFORE ME, the undersigned authority on this day personally appeared, ROSS M CUMMINGS, President of Cummings-Baccus Interests LC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 4th DAY OF February, A.D., 2003.

My commissions expires: 5/29/2005

[Signature]

Notary Public for the State of Texas

RECORDER'S MEMORANDUM

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



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID 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 hereon by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

FEB - 6 2003

Return to:  
Dan Cooper  
Cummings-Baccus Interests LC  
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[Signature]  
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