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DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
THE COURTS AT MID LANE

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The Courts at Mid Lane:Declaration

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE COURTS AT MID LANE

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ARTICLE II

DEFINITIONS

Unless the context otherwise prohibits and in addition to other defined terms set forth herein, the following words and substantive provisions regarding same when used in this Declaration will apply, mean and refer to the following:

SECTION 2.01 *Architectural Control Committee* or ACC shall mean the committee established pursuant to Article IV of this Declaration.

SECTION 2.02 *Architectural Guidelines* shall mean the procedural, aesthetic, environmental and architectural policies and procedures, if any, from time to time adopted by the Architectural Control Committee in accordance with Article IV hereof.

SECTION 2.03 *Association* shall mean THE COURTS AT MID LANE ASSOCIATION, INC. a Texas non-profit corporation, to be incorporated for the purposes contemplated by this Declaration, and its predecessors, successors by merger, consolidation or otherwise and assigns.

SECTION 2.04 *Board* or *Board of Directors* shall mean the Board of Directors of the Association.

SECTION 2.05 *Bylaws* shall mean the Bylaws of the Association, as from time to time amended in accordance with applicable provisions of the Bylaws.

SECTION 2.06 *Common Area Easement* shall mean that area constituting the entire Subdivision, *save and except* those areas covered by a foundation slab for each of the Townhomes as originally constructed by the Declarant, and shall include:

(a) All private driveways, courtyards and other common areas;

(b) all Subdivision Facilities; and

(c) all other improvements to the Common Area Easement located on, acquired by or maintained by the Association for the common use and enjoyment of the Members of the Association, together with all improvements thereon and appurtenances thereto.

SECTION 2.07 *Declarant* shall mean Midlane Partners, L.P., a Texas limited partnership and its successors and assigns.

SECTION 2.08 *Declaration* shall mean this Declaration and any lawful amendments thereto.

SECTION 2.09 *Development Period* shall mean the period of time beginning on the date of Declarant's acquisition of the Property subject of this Declaration, and ending on the earlier occurrence of either of the following events:

(a) the sale by Declarant of all of the Lots; or

(b) upon recordation of Declarant's statement in the Real Property Records of Harris County, Texas, that the Development Period has ended or has been terminated by Declarant.

SECTION 2.10 *Exclusive Use Areas.* Portions of the Common Area Easement shall be designated for the exclusive use of specific Lot(s) as described and set forth in Exhibit "B" attached hereto. The rights of the respective Owners in and to such Exclusive Use Areas shall be subject to any and all easements created by this Declaration, Subdivision Facilities located within such Exclusive Use Areas, the rights of the Association to have access to and to maintain, repair, replace, and install any and all present or future Subdivision Facilities which may be located (now or in the future) within such Exclusive Use Areas, and the rights of the Owner(s) to have access to and to maintain, repair, replace any existing utilities which may be located within such Exclusive Use Area serving other Lot(s).

SECTION 2.11 *Exterior Modification* shall mean the placement, construction, reconstruction or erection of, or modification, alteration, or addition to, any building, structure, improvement, thing or device on any Lot, including the Exclusive Use Area of any portion of the Common Area Easement, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing in the Subdivision as of the date of such Exterior Modification, excluding any such matters or activities conducted by the Association as to the Common Area Easement, but including by way of illustration and not of limitation:

(a) any building, garage, porch, shed, greenhouse, bathhouse, coup or cage, covered or uncovered patio, swimming pool, hot tub, sauna, splash pool, clothes lines, satellite dish, fence, wall or other screening device, curbing, paving, well, trees, shrubbery and any other landscaping, fountains, statuary, lighting fixtures, signs or signboard, or any temporary or permanent living quarters (including any mobile home) or any other temporary or permanent modification or alteration, or the change of any exterior color scheme on the exterior of the Townhouse;

(b) an excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the flow or subsurface waters to, from, upon or across any Lot or any other portion of the Subdivision, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel to, from, upon, under or across any Building Site or other portion of the Subdivision;

(c) any change in the grade of any Lot or other portion of the Subdivision, and any similar disturbance to the surface of the land within the Subdivision; and

(d) any erosion control system or devices permitted or required as to any Lot or other portion of the Subdivision.

SECTION 2.12 *Governing Documents* shall mean all documents and applicable provisions thereof as set forth in this Declaration, the Bylaws and Articles of Incorporation of the Association, Rules and Regulations, Architectural Guidelines, all written decisions and resolutions of the ACC and Board, and any lawful amendments to any of the foregoing.

SECTION 2.13 *Lot* shall mean any of the twelve tracts or parcels of land, identified by street address, and described in metes and bounds in Exhibit "A", pages one through twelve, attached hereto and made a part hereof for all purposes.

SECTION 2.14 *Member* shall mean every Person who holds a membership in the Association.

SECTION 2.15 *Owner* shall mean the owner, whether one or more Persons, of the fee simple title to a Lot including any mortgagee or lien holder who acquires such ownership through judicial or non-judicial foreclosure or proceedings in lieu thereof, and each Person who is otherwise deemed a Member of the Association as provided in Section 3.03(a) hereof, but excluding any Person holding a lien or other encumbrance, easement, mineral interest or royalty interest burdening title or otherwise having an interest merely as security for the performance of an obligation.

SECTION 2.16 *Person* shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other entity.

SECTION 2.17 *Rules and Regulations* shall mean the policies and procedures from time to time adopted by the Board of Directors regulating the maintenance, operation, use or occupancy of the Subdivision, including the Lots in accordance with Article VII hereof.

SECTION 2.18 *Subdivision* means The Courts at Mid Lane, a residential subdivision in Harris County, Texas, as more particularly described in Section 1.01 hereof.

SECTION 2.19 *Subdivision Facilities* shall mean all facilities or services built, installed, maintained, operated or provided by the Association in the Common Area Easement for the general benefit of the Subdivision, including without limitation:

(a) any common or shared sanitary sewer facilities, any common or shared drainage or storm water facilities, any common or shared water pipelines, water meters and related water facilities and any other common or shared facilities, utilities or services constructed, owned, maintained or provided by the Association and/or specifically designated by the Association to constitute a Subdivision Facility, which serve two or more Townhomes including without limitation, any common or shared water and/or sewer lines which provide service to two or more Townhomes located on the Lots from the water and/or sewer facilities owned, maintained or operated by the City of Houston, State of Texas, or any other utility provider; it being expressly agreed and understood that (i) the City of Houston shall not own or be obligated to maintain or repair any of such facilities located within the Subdivision; and (ii) such Subdivision Facilities shall exclude any such facilities which serve only one individual Townhome;

(b) all Subdivision perimeter fencing and entry identification monuments, specifically including, any individual entry gates within such perimeter fencing serving the Townhomes facing Mid Lane, Bettis Drive, or West Lane;

(c) all Common Area landscaping and irrigation facilities (save and except as same may be located on the Exclusive Use Areas);

(d) any controlled access gates and any other access limiting structure or device;

(e) any garbage or recycling collection, cable television, utilities or other services provided by or through the Association, and any structures or devices related thereto; and

(f) any other facilities or services as from time to time so designated by majority vote of the Owners.

SECTION 2.20 *Townhome* shall mean each of the twelve individual Townhomes located on Lots in the Subdivision; there shall be one Townhome on each Lot. Townhomes may be referred to herein from time to time as *Residences*.

ARTICLE III

THE COURTS AT MID LANE ASSOCIATION, INC.

SECTION 3.01 *Organization*. The Courts at Mid Lane Association, Inc. (the "Association") shall be organized and formed pursuant to this Declaration as a non-profit corporation under the laws of the State of Texas. The Association shall have full power, authority and standing to enforce all provisions of the Governing Documents. The principal purposes of the Association are the collection, expenditure and management of the funds and financial affairs of the Association, enforcement of all provisions of the Governing Documents, providing for maintenance, preservation and architectural control within the Subdivision, the providing of such Subdivision Facilities as herein permitted or required, the general overall supervision of all of the affairs and well-being of the Subdivision and all other acts and undertakings reasonably incident to any of the foregoing or in furtherance thereof as determined in the good-faith opinions of the Board of Directors or Members.

SECTION 3.02 *Board of Directors*. The Association shall act through a Board of Directors which shall manage the affairs of the Association as specified in this Declaration, the Bylaws of the Association, and other applicable Governing Documents. The Board of Directors shall have the powers enumerated and as set forth in the Bylaws.

SECTION 3.03 *Membership*.

(a) *Owners as Members*. Every Person who is the owner of a fee simple title or undivided fee simple title interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The Association shall be entitled to rely on the Real Property Records of Harris County, Texas, in determining the owner(s) of each Lot (the

"Record Owner"). If the actual owner(s) of any Lot is different than the Record Owner, then the actual owner(s) and the Record Owner shall be jointly and severally liable for full compliance with, and performance of all obligations established by, this Declaration through the date of recordation of proof of any change of ownership from that reflected by the Real Property Records of Harris County, Texas. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate any Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. Memberships shall be appurtenant to and may not be separated from ownership of any Lot, and shall automatically pass with the title to the Lot.

(b) *When Member Required to Designate Representative.* Each Member which is not a natural person shall be required to designate, in writing, one (1) natural person to act on such Member's behalf as herein provided. The Association shall not be required to recognize any person as being authorized to represent or act on behalf of any Member which is not a natural person until such designation has been received by the Association. A designation as aforesaid shall fully authorize the designated representative to bind the designating entity as to all matters, decisions and actions of the designated representative whether or not such authority is expressly stated in the written designation; provided, the Board may require any designated representative to show authority to act in such manner as the Board may reasonably require. Any designated representative may be changed from time to time in the same manner as required for original designation. In the event of conflict between designations, the most currently dated designation shall control. Any such representative may serve as a Director as provided in Section 3.02.

SECTION 3.04 *Voting Rights of Members.*

(a) *Development Period.* During the Development Period there shall be two (2) classes of membership entitled to voting rights in the Association which shall be as follows:

(i) *Class A:* All Members of the Association, other than the Declarant, shall be considered Class A non-voting Members.

(ii) *Class B:* Class B Members shall be the "Declarant," and for each Lot owned, the Declarant shall be entitled to one (1) vote on each matter coming before the Members.

(b) *Post-Development Period.* Upon termination of the Development Period, any remaining Class B membership shall automatically convert to Class A membership, Class A members shall be deemed to be voting Members, and thereafter there shall be only one (1) class of voting membership. Upon termination of the Development Period all Members of the Association shall be Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members unless their voting rights have been suspended as herein provided.

(c) *Multiple Owners.* When more than one Person holds an ownership interest in a Lot, all such Persons shall be Members, but in no event shall they be entitled to more than one (1) vote with respect to each particular Lot owned. The single vote of such joint

Owners shall be cast in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners shall be permitted to vote as to any such matter upon which a majority decision cannot be reached. Any individual Owner from among such joint Owners shall be conclusively presumed to be acting in accordance with the decision of the majority in voting either in person or by proxy unless another joint Owner is voting to the contrary in person or by proxy.

(d) *Cumulative Voting Prohibited.* Cumulative voting shall not be permitted as to any matter placed before the membership for a vote, including election of Directors.

(e) *Suspension of Voting Rights.* Voting rights of any Member may or shall be suspended for breach of the Governing Documents as herein provided.

SECTION 3.05 *Limitation of Liability; Indemnification.*

(a) *General.* Except for intentional misconduct, knowing violation of the law, or as otherwise required by the TEXAS NON-PROFIT CORPORATION ACT (including Article 1396-2.22A thereof, as amended), no Director shall be liable to the Association or its Members, and the Association shall not be liable to any Member, for monetary damages or otherwise for any act or omission in the Director's capacity as a Director or any act or omission of the Association within the scope of its purposes. The Association shall indemnify and keep indemnified, and hold harmless, any Director or former Director to the fullest extent necessary to accomplishment of the foregoing and to the fullest extent otherwise allowed by law, and hold any such Director or former Director harmless from and against all claims, demands, suits, judgments, court costs, attorney's fees, attachments, and all other legal action as contemplated thereby. All provisions of this Section 3.05 shall also apply to any officer or former officer of the Association, and to all Association Committees and members thereof (current or former), including the Architectural Control Committee.

(b) *Security.* The Association may, but shall not be obligated, from time to time to provide certain Subdivision Facilities, including devices or services, intended to or which may have the effect of limiting or controlling Subdivision access, or providing patrol services or otherwise monitor activities within the Subdivision and may from time to time provide information through newsletters or otherwise regarding same. Each Owner or Member and their tenants, family, guests and invitees, covenant and agree with respect to any and all such services provided directly or indirectly by the Association, as follows:

(i) Security is the sole responsibility of local law enforcement agencies and individual Owners and Members, their tenants, and their respective guests and invitees. Any services as to access controls and the like shall be provided at the sole discretion of the Board of Directors. The providing of any such services at any time shall in no way prevent the Board from thereafter discontinuing or temporarily or permanently removing same.

(ii) Any third party providers of security services shall be independent contractors, the acts or omissions of which shall not be imputed to the Association or its officers, Directors, committee members, agents or employees.

(iii) Providing of any such services shall never be construed as an undertaking by the Association to provide personal security or as a guarantee or warranty that the presence of any such services will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.

(iv) The Declarant, Association and its officers, Directors, Committee members, agents and employees shall not be liable for, and each Owner or Member, their tenants, and their respective guests and invitees, shall release, indemnify, keep indemnified and hold the Declarant, Association and its officers, Directors, Committee members, agents and employees harmless at all times from, any injury, loss or damages whatsoever, including without limitation any injury or damages caused by theft, burglary, trespass, assault, vandalism or any other crime, to any Person or property arising, directly or indirectly, from the providing or failure to provide any such services, or the discontinuation, disruption, defect, malfunction, operation, repair, replacement or use of any such services.

(c) *Liability Arising From Conduct of Owners.* Each Owner, and each Owner's tenants, shall indemnify and keep indemnified, and hold harmless, the Association, and its officers, Directors, servants, agents and employees from and against all claims, damages, suits, judgments, court costs, attorneys' fees, attachments, and all other legal actions caused through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family, guests, invitees, servants, agents or employees of either.

(d) *No Impairment.* Any repeal or modification of this Section 3.05 by the Members of the Association shall not adversely affect any rights or protection existing at the time of such repeal or modification.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

SECTION 4.01 *Organization.*

(a) *General.* There is hereby established an Architectural Control Committee (herein sometimes referred to as the "ACC"). The ACC shall be composed of all members of the Board of Directors.

(b) *Compensation.* No person serving on the ACC shall be entitled to compensation for services performed; provided, the ACC may employ one or more architects, engineers, attorneys or other consultants, to assist the ACC in carrying out its duties hereunder, and the Association shall pay such professionals and consultants for services rendered to the ACC.

SECTION 4.02 *Function and Powers.*

(a) *Submission of Plans Required.* No Exterior Modification shall be commenced, constructed, erected, placed, maintained or made upon any Lot (including any Exclusive Use

Area of the Common Area Easement) or any part of the Subdivision unless and until complete plans and specifications have been submitted to and approved in writing by the ACC as to compliance with applicable Architectural Review Criteria as set forth in Section 4.03. Two (2) complete sets of plans and specifications shall be submitted with each request for approval. Any plans and specifications to be submitted shall specify, in such detail and form as the ACC may reasonably require:

(i) the location upon the Lot or within the Subdivision where the Exterior Modification will occur or be placed;

(ii) the dimensions, nature, kind, shape, height, and color scheme of, and all materials to be used in connection with, the Exterior Modification;

(iii) appropriate information concerning structural, mechanical, electrical, plumbing, grading, paving, decking and landscaping details;

(iv) intended uses; and

(v) such other information, plans or specifications as may be requested or required by the ACC which in the sole opinion of the ACC is reasonably necessary to fairly and fully evaluate all aspects of the proposed Exterior Modification.

(b) *Architectural Guidelines.* The ACC may, from time to time, promulgate, modify and delete such reasonable Architectural Guidelines applicable to the Subdivision, including Lots and the Common Area Easement, as it shall deem appropriate to maintain the architectural, environmental or aesthetic standards of the Subdivision generally prevailing at the time of adoption. Such authority shall include, but shall not be limited to, the right to specify:

(i) specific procedural guidelines for submission of requests for, and plans, specifications and other information necessary to obtain, ACC approval to commence, erect, construct or maintain any Exterior Modification, and procedural requirements for the conducting of all activities necessary to accomplish same;

(ii) the amount and manner of payment of any fees or charges reasonable anticipated to cover administrative costs, fees for architectural, engineering, construction, legal or other expert advice or consultation and all other costs and expenses in connection with review and evaluation of an application and monetary work thereunder (such costs and expenses herein referred to as the "Architectural Review Fee");

(iii) specific types of Exterior Modifications which may be commenced, constructed, erected or maintained upon any Lot or anywhere within the Subdivision, as well as specific types of Exterior Modifications which will not be permitted upon any Lot or within the Subdivision;

(iv) a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of Exterior Modifications;

(v) minimum setbacks (except that minimum setbacks as shown on the Plat shall control if in conflict with Architectural Guidelines);

(vi) the location, height, and extent of fences, walls or other screening devices, walk, decks, patios or courtyards;

(vii) the orientation of structures and landscaping with respect to streets, walks, driveways and structures on adjacent properties; and

(viii) in general, all requirements reasonably deemed necessary to maximize compliance with Architectural Review Criteria as set forth in Section 4.03.

(c) *Manner and Effect of Adoption of Architectural Guidelines.* Architectural Guidelines shall be enforceable in the same manner as the provisions of this Declaration, provided:

(i) such Architectural Guidelines shall not be deemed a waiver, modification, or repeal of any of the provisions of this Declaration;

(ii) such Architectural Guidelines shall not be enacted retroactively except that all repairs, modifications or maintenance performed subsequent to adoption shall be performed in such manner as to bring the Exterior Modification, so far as practicable, in compliance with all then applicable Architectural Guidelines;

(iii) not less than thirty (30) days written notice of the adoption or modification of Architectural Guidelines shall be given to all Owners.

(d) *Variances.* The Board, by vote of two-thirds (2/3rds) of all members of the Board, may grant, but shall have no obligation to grant specific variances to Architectural Guidelines and to the architectural and use restrictions set forth in Articles VII and VIII of this Declaration upon specific findings of compliance with the grounds for granting of a variance as set forth hereafter. A variance shall be granted only with respect to specific instances upon written request therefor, shall not be binding with respect to any other request for a variance whether or not similar in nature, and shall not constitute a waiver, modification or repeal of any of the provisions of this Declaration or other Governing Documents except for the limited purpose and to the extent of the specific variance expressly granted. A variance may be granted only upon specific findings that:

(i) the variance is necessary due to unusual circumstances not occasioned by the conduct of the applicant for the variance, and which are reasonably beyond the control of the applicant and the Association to mitigate or rectify; and

(ii) the applicant for a variance has acted in good faith in seeking a variance or in his failure to otherwise comply with the provisions of this Declaration or other Governing Documents; and

(iii) the granting of a specific variance will not materially and adversely affect the architectural, aesthetic or environmental integrity of the Subdivision or the scheme of development therein.

SECTION 4.03 *Architectural Review Criteria.* The ACC shall evaluate all submitted applications for ACC approval on the individual merits of the particular application. Judgments and decisions of the ACC shall be based on the following criteria applied in accordance with the aesthetics, environment or architectural appearance or standards generally prevailing in the Subdivision as of the date of submission of an application:

(a) *Compliance with Governing Documents and Governmental Laws.* The proposed Exterior Modification shall substantially comply with applicable provisions of the Governing Documents and governmental laws, ordinances and regulations.

(b) *Harmony and Compatibility.* The Exterior Modification shall relate favorable to its surroundings and the Subdivision in terms of harmony, compatibility and conformity with surrounding buildings, structures, grades, topography, location, color, workmanship, materials, usage and design.

(c) *Precedence for Approval or Disapproval.* The ACC shall use all reasonable efforts to achieve consistency in the approval or disapproval of specific types of Exterior Modifications. To this end, consideration will be given to similar applications for architectural approval, and the decisions and actions of the ACC with regard thereto.

SECTION 4.04 *Basis for Disapproval by ACC.* the ACC may disapprove any request for approval submitted pursuant to this Article IV for, without limitation, any of the following reasons: (i) failure to comply with any applicable Architectural Review Criteria as set forth in Section 4.03; or (ii) lack of sufficient information, plans or specifications as reasonably determined by the ACC to enable the ACC to fairly and fully evaluate the aesthetic, environmental or architectural impact of a proposed Exterior Modification or the uses thereof, or failure to include any information, plans or specifications required by applicable Governing Documents, or as may be reasonably requested by the ACC. In the event of disapproval, the ACC shall so notify the applicant in writing: and if the disapproval is based on lack of sufficient information, plans or specifications, then the ACC shall also notify applicant of the additional information, plans or specifications required.

SECTION 4.05 *Approval and Conditional Approval by ACC.*

(a) *Manner.* The ACC may fully approve any request for approval made pursuant to this Article IV, or the ACC may approve any such request subject to compliance with conditions stated in a conditional approval. A conditional approval shall be effective only upon full compliance with the stated condition(s). The ACC shall notify the applicant in writing of such approval (together with any qualifications or conditions of approval).

(b) *Effect.* Except for fraud, misrepresentation, accident or mistake, approval or conditional approval shall be final as to each Exterior Modification covered thereby, and such approval or conditional approval may not be revoked or rescinded thereafter. Except as to

compliance with this Article IV, approval or conditional approval shall not constitute a waiver, modification or repeal of any covenants, condition or restriction contained in this Declaration or other Governing Documents, or preclude by estoppel or otherwise full enforcement of all provisions hereof. Subject to the provisions of Section 4.03.(c), approval or conditional approval of any plans and specifications shall not be deemed a waiver of the right of the ACC to subsequently disapprove similar requests for approval, or any of the features or elements included therein.

SECTION 4.06 *Submission and Response; Failure of ACC to Act.*

(a) *Submission and Response.* Applications for ACC approval and requests for variances shall be delivered to the ACC in writing, and shall be deemed submitted to the ACC only upon actual receipt thereof. All responses by the ACC shall be in writing, and shall be deemed given when deposited in the United States mail, postage prepaid and addressed to the applicant for approval or variance at the address specified in the application or request for variance or the last known address of the applicant according to the records of the Association. The ACC shall have no duty to respond to, and the provisions of this Section shall not apply regarding, any application or request for variance if the Person(s) identified in the application do not appear as Members or Owners according to the books and records of the Association. Lessees shall file applications or requests for variance in the name of their Lessors, and shall also join therein. Where more than one (1) Member or Owner applies for approval or a variance, the mailing of a response to any such Member or Owner as aforesaid shall constitute notice to all such Members or Owners.

(b) *Failure to Respond.* If any applicant has not received notice from the ACC approving, conditionally approving or disapproving a request for approval or a request for a variance within thirty (30) days after the application was originally received by the ACC, said applicant may notify the ACC in writing of that fact. If notice of failure to respond as aforesaid is not received from the applicant by the ACC within forty-five (45) days after submission of an application or request for variance, approval thereof shall be deemed denied. If notice of failure to respond is given by the applicant to the ACC as aforesaid, then the request for approval or for a variance to which such notice relates shall be deemed approved by the ACC unless the ACC shall respond to the contrary not later than fifteen (15) days after the date such notice is received by the ACC.

SECTION 4.07 *Implied Conditions of Approval.*

(a) *Applicability.* Unless expressly waived or modified by the ACC in writing, each and every approval or conditional approval by the ACC of a Exterior Modification shall be subject to all provisions of this Section 4.07 whether or not stated in the approval or conditional approval.

(b) *Commencement and Completion of Work.* Work on each Exterior Modification shall commence within thirty (30) days after (i) ACC approval or conditional approval thereof, or (ii) receipt of all required permits, whichever is later. Upon commencement, the work shall be prosecuted diligently to obtain completion of all work as reasonably soon thereafter as possible, and in any event the work shall be substantially

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completed within sixty (60) days after the date of the ACC approval or conditional approval or the date any required permit is received as provided in Section 4.07(f), whichever is later. The foregoing sixty (60) day period shall be extended in the event of and only for the duration of delays due to strikes, war, acts of God or other good cause beyond the reasonable control of the Owner as determined in the sole good-faith opinion of the ACC. Section 13 and not this Section 4 shall apply to the initial construction of a single-family residence upon a Lot.

(c) *Equipment and Materials.* No equipment, materials or other things or devices necessary for completion of an Exterior Modification shall be placed or stored upon a Lot or within the Subdivision any longer than necessary prior to, and in no event more than ten (10) business days prior to, commencement of the work on the Exterior Modification. Except as otherwise approved in writing by the ACC, all such equipment and materials shall be placed within the property lines of the affected Lot. So far as practical, all such equipment and materials shall be stored in locations not visible from Lot. Upon completion of the work on the Exterior Modification, any such equipment, materials, things or devices not incorporated in the Exterior Modification shall be promptly removed from the Lot and Subdivision and in any event within five (5) business days.

(d) *New Construction Materials Required.* Only new construction materials (except for used brick if approved by the ACC) may be used in construction of any Exterior Modification.

(e) *Compliance with Plans.* All work on a Exterior Modification shall proceed in strict compliance with the plans and specifications approved by the ACC, all conditions stated by the ACC and all applicable Governing Documents and governmental rules, regulations and ordinances.

(f) *Permit Requirements.* Applicants shall be solely responsible for full compliance with all permitting requirements of all governmental agencies having jurisdiction, and shall apply for and diligently pursue obtaining of all required permits promptly after ACC approval or conditional approval is received.

(g) *Compliance with Laws and Governing Documents.* Each applicant shall be solely responsible for insuring that, and nothing in the Governing Documents or any written decision of the ACC shall be construed as a representation that, any proposed Exterior Modification will be in compliance with applicable governmental laws, ordinances or regulations (including building codes or permit or licensing requirements), nor constitute a waiver or modification thereof of applicable requirements of the Governing Documents except as provided in Section 4.05(b).

SECTION 4.08 *Inspection Rights.* Upon reasonable notice (oral or written), any member of the ACC or their designated representatives may enter upon a Lot without liability for trespass or otherwise for purposes of confirming compliance with any applicable provisions of the Governing Documents regarding a proposed Exterior Modification, the work in progress, and the completed Exterior Modification. Except for gross negligence, wilful misconduct or knowing violation of the law, the Owner of any Lot so inspected by the

ACC shall not be liable for any personal injuries, death or property damage of or to any person or entity performing such inspection.

SECTION 4.09 *Records of Architectural Control Committee.* The ACC shall not be required to maintain records of any of its meetings. The ACC shall keep and maintain records evidencing the final decision(s) of the ACC regarding all requests for approval and requests for variance for not less than four (4) years after the dates of such records, and all current Architectural Guidelines.

SECTION 4.10 *Liability of Architectural Control Committee.* Except as provided in Section 3.05, neither the Association nor the ACC, nor any member, subcommittee, employee or agent of either, shall be liable to any Owner, Member or any other Person for any actions or failure to act or in connection with any approval, conditional approval or disapproval of any application for approval or request for variance, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance. No approval or conditional approval of plans or specifications and no publication of Architectural Guidelines shall ever be construed as representing or implying that, or as a warranty or guaranty that, if followed, the Exterior Modification will comply with applicable legal requirements, or as to any matters relating to the health, safety, workmanship or suitability for any purpose of the Exterior Modification. The provisions hereof are cumulative of the provisions of Section 3.05.

ARTICLE V

MAINTENANCE FUND

SECTION 5.01 *Obligation for Payments to Maintenance Fund.*

(a) *Establishment of Maintenance Fund.* There is hereby established a Maintenance Fund into which shall be paid all assessments as provided for herein. The Board shall be responsible for the collection, management, control and expenditure of the Maintenance Fund which shall be deposited in accounts specifically designated for the Association as from time to time designated by the Board.

(b) *Types and Obligation for Payment of Assessments.* Each Owner of a Lot, by acceptance of a deed or other instrument of conveyance therefor whether or not so expressed therein, covenants and agrees to pay to the Association regular or annual assessments, special assessments and specific assessments, all as herein set forth.

(c) *Purpose of Maintenance Fund.* The Maintenance Fund shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, including the maintenance of all Subdivision Facilities, the Common Area Easement, the discharge of all obligations of the Association pursuant to this Declaration and other Governing Documents, and the doing of any other thing necessary or desirable in the opinion of the Board for accomplishment of any of the foregoing, including the establishment and maintenance of reserves for repairs, maintenance, taxes, insurance, and other charges, and the expenditure

of funds for the benefit of other properties within the vicinity of the Subdivision if in the judgment of the Board the Subdivision will benefit thereby. The judgment of the Board in establishing any assessments and in the collection, management and expenditure of the Maintenance Fund shall be final and conclusive so long as exercised in good faith. The Maintenance Fund shall not be used for the improvement, landscaping, maintenance or upkeep of any Exclusive Use Area located on or within the Common Area Easement, except for any Subdivision Facilities located within such Exclusive Use Area.

(d) *Personal Obligation; Transferees.* In addition to the assessment lien herein established, all assessments shall be and remain the personal obligation of (i) the Owner or Owners who owned the Lot at the time liability for the assessment accrued notwithstanding any subsequent transfer of such Lot, and (ii) the actual Owner(s) and Record Owner as provided in Section 3.03 hereof. Except as provided in Sections 5.01(e) and 5.07(d), each Owner's transferee, whether by purchase, gift, devise or otherwise, and whether voluntary or by operation of law, shall also be jointly and severally liable for payment of all unpaid assessments owed to the Association at the time of transfer without prejudice to the rights of the transferee to recover from the transferor the amounts paid by said transferee.

(e) *Statement of Assessments.* Any transferee (or prospective transferee upon presentment of an earnest money contract or other writing satisfactory to the Board) shall be entitled to a statement from the Association setting forth all assessments due as of the date of the written request. Any such request shall be in writing, shall be addressed to the Association and shall be delivered by and only by registered or certified mail, return receipt requested. The Board may set a reasonable charge for providing a statement of indebtedness, the payment of which shall be a condition precedent to the Association's obligation to provide same. Except for fraud or misrepresentation, if the Association fails to respond to a proper written request for a statement of indebtedness within the time specified by the requesting party, which specified time shall not be less than ten (10) business days after receipt of same by the Association, and upon submission of a properly executed registered or certified mail return receipt to the Association, upon transfer such transferee (or prospective transferee) shall not be liable for, nor shall the Lot transferred be subject to a lien for, any unpaid assessments against the subject Lot accruing prior to the date of the written request.

SECTION 5.02 *Administration of Maintenance Fund.*

(a) *Assessment and Payment.* Regular assessments shall be assessed on a monthly basis payable on or before the first day of each month. Provided however, the Board may elect to collect regular assessments on an annual, a semi-annual or quarterly basis in which case such assessments shall be due and payable, in advance, on or before the first (1st) day of the applicable period.

(b) *Effect of Foreclosure.* In the event of foreclosure of a first mortgage or first deed of trust the purchaser at foreclosure shall be liable for unpaid regular assessments which are assessed or assessable from and after the first (1st) day of the month following the date of foreclosure and any installments for assessments (regular, special or specific) over a period of time which become due and payable after said date. The foregoing shall apply regardless of whether assessments are payable annually, semi-annually, quarterly or monthly.

(c) *Uniform Rate.* Except as provided in Section 5.02(d), regular and special assessments on all Lots shall be fixed at a uniform rate, and shall be equal as to all Lots.

(d) *Declarant's Obligation.* The Declarant shall have no obligation to pay any regular or special assessments on any Lot owned by Declarant until the expiration of the Development Period.

SECTION 5.03 *Base Rate and Subsequent Computation of Regular Assessments.*

(a) *Initial Base Rate.* The initial base rate of the regular assessment for each Lot for the year 1999 (and for each calendar year thereafter unless modified as herein provided) shall be not more than One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per Lot per year, assessed at the rate of One Hundred and No/100 Dollars (\$100.00) per Lot per month.

(b) *Establishment of Budget and Rate of Regular Assessments.* At any time when the annual rate of regular assessment will be increased or decreased (which change shall not become effective sooner than as permitted by Section 5.04), the Board shall:

- (i) prepare a budget upon which the change in the regular assessment is based;
- (ii) fix an annual rate of regular assessment per Lot based upon and applicable to such budget; and
- (iii) specify whether the annual rate of regular assessment shall be payable annually, semi-annually, quarterly or monthly.

(c) *Budget Modifications.* Any budget established or adopted by the Board may be modified, corrected or amended by the Board from time to time as the Board may determine.

(d) *Establishment of Operating Fund.* Upon the initial purchase of a Townhome from the Declarant, each Owner shall deliver to the Association an amount equal to three (3) months assessments, which will be utilized to establish an operating fund for the Association.

SECTION 5.04 *Notice; Effective Date; Approval of Increase of Regular Assessment.*

(a) *Notice-Changed Rate.* If an existing annual rate of regular assessment will increase, all Owners shall be given written notice of the proposed new annual rate of regular assessment at least sixty (60) days prior to the effective date thereof.

(b) *Effective Date for Changed Rate.* The annual rate of regular assessment may be changed at any time as determined by the Board, but no change in the annual rate of regular assessment shall be applied retroactively, and in the case of an increase in the annual rate of regular assessment the increase shall not be effective sooner than upon expiration of the sixty (60) day notice period required by Section 5.04(a).

(c) *Approval of Change in Rate.* The annual rate of the regular assessments may not be increased in excess of 150% of the immediately preceding annual rate (based upon a calendar year basis) without the prior vote of the Owners of a majority the Lots voting in favor of such increase at an annual meeting of the members or a special meeting of the members called for such purpose.

(d) *No Waiver or Release.* Notwithstanding anything to the contrary herein, the omission or failure for any reason of the Board to determine an annual rate of regular assessment or to mail or deliver a notice of an annual rate of regular assessment or due date for payment thereof shall not be deemed a waiver, modification or release of an Owner's obligation to pay assessments as otherwise herein provided. Once established, an annual rate of regular assessment and the due date or dates for payment thereof shall continue in effect from year to year, and the Owner(s) of each Lot shall be obligated to pay such regular assessments accordingly unless and until a new annual rate of regular assessment is established as herein provided.

SECTION 5.05 *Special Assessments.* In addition to the other assessments authorized herein, the Board may levy special assessments at any time during each fiscal year for purposes of defraying, in whole or in part, any expenses not anticipated by the budget then in effect, or to replace part or all of any contingency, capital or other reserve fund. So long as the total amount of special assessments allocable to each Lot does not exceed FIVE HUNDRED DOLLARS (\$500.00) in any one fiscal year, the Board may impose the special assessment without vote or approval of any Owner; provided, however, at least sixty (60) days written notice shall be given to all Owners of any such special assessment. Special assessments allocable to each Lot exceeding the foregoing limitation shall be effective only if approved by the Owners of a majority of the Lots then contained within the Subdivision. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

SECTION 5.06 *Specific Assessments.*

(a) *Types.* Specific assessments shall be assessed against individual Lots and the Owner thereafter at the time liability for same accrues as follows:

(i) *Interest.* Interest from the due date at the rate of the lesser of eighteen percent (18%) per annum or the maximum legal rate shall be charged on all delinquent assessments, regular, special or specific, which are not paid in full within thirty (30) days after the due date.

(ii) *Late Charges.* A late charge in the amount of TWENTY-FIVE DOLLARS (\$25.00), or such other reasonable amount as from time to time determined by the Board, is hereby imposed as to any regular, special or specific assessment which is not paid in full within thirty (30) days after payment of same is due.

(iii) *Compliance Costs.* All expenses incurred by reason of a breach or violation of or to obtain compliance with any provisions of this Declaration or other Governing Documents shall be assessed against the Owner of the Lot who occasioned the

incurrence of such expenses, including reasonable attorneys' fees whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent jurisdiction.

(iv) *Foreclosure of Assessment Lien.* In the event of foreclosure of the Association's assessment lien as herein provided, the Owner shall be required to pay to the Association a reasonable rental as determined by the Board for the use of the Lot and improvements thereon during the period of foreclosure, and the Board shall be entitled to a receiver to collect same.

(v) *Other Obligations.* All other monetary obligations established by or pursuant to this Declaration or other Governing Documents which are intended to apply to one (1) or several but not all Lots shall be assessed against the Owner(s) of the Lot(s) to which same applies. Such charges may include, without limitation, reasonable charges as the Board may by resolution from time to time determine for; (i) providing a statement of assessments or indebtedness; (ii) transfer fees to reflect changes of ownership, tenancy or occupancy on the records of the Association; (iii) fines for any violation of any provisions of the Governing Documents as may from time to time be set forth in applicable Rules and Regulations; (iv) charges for processing of applications for architectural approval; (v) maintenance, repair or replacement costs or expenses incurred by the Association as set forth in Section 6.02.

(b) *Payment; Waiver.* Specific assessments shall become due and payable immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Association to impose or collect any specific assessment shall not be grounds for any action against the Association, or any Director, officer, agent or employee thereof, and shall not constitute a waiver of the Association's right to exercise its authority to collect any specific assessments in the future. For good cause shown as determined in the sole good-faith discretion of the Board, the Board may waive, wholly or partially, imposition of any specific assessment; provided, any such waiver shall be conditioned upon payment in full of all remaining monetary obligations then owed to the Association or receipt of written commitment that same will be paid within a specified period of time.

SECTION 5.07 *Lien for Assessments.*

(a) *Establishment of Lien.* All sums assessed against any Lot pursuant to this Declaration, whether by regular, special or specific assessment as provided herein, shall be secured by a continuing lien on such Lot in favor of the Association.

(b) *Perfection of Lien.* The recordation of this Declaration constitutes record notice and perfection of the Association's continuing lien, effective from the date of recordation of this Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever shall be required to establish or perfect such lien. To further evidence such lien, the Association may, but shall not be required to, prepare and file in the Real Property Records of Harris County, Texas, written notice of default in payment of assessments in such form as the Association may direct.

(c) *Priority of Lien.* The Association's continuing lien shall be superior to all other liens or encumbrances on each Lot except:

(i) a first mortgage or deed of trust covering a Lot and any other lien covering a Lot for work and materials used on constructing improvements thereon, but only as to assessments (regular, special or specific) the obligation for payment of which accrues from or after the date any such first lien or improvement lien is duly recorded in the Real Property Records of Harris County, Texas and only to the extent of unpaid sums secured by such first lien or improvement lien; and

(ii) liens for real estate taxes and other governmental assessments or charges; and

(iii) such other mortgages, deeds of trust, liens or other encumbrances to which the Board may from time to time by written agreement specifically agree.

(d) *Effect of Foreclosure.* Sale or transfer of a Lot shall not affect the Association's lien; provided, however, in the event of a superior lien as aforesaid the Association's lien shall be extinguished only to the extent same secures payment of assessments due up to the date of foreclosure. Foreclosure of a superior lien shall not relieve the former Owner of the Lot from the personal obligation for payment of assessments due up to the date of foreclosure. Foreclosure of a superior lien shall not relieve the affected Lot or any Owner thereof subsequent to the date of foreclosure from liability for assessments thereafter assessed or from the Association's lien therefor.

(e) *Other Liens.* Except as provided in Section 5.07(c), all other Persons acquiring liens or encumbrances on any Lot shall be deemed to consent that such liens or encumbrances shall be inferior to the Association's lien for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

SECTION 5.08 *Effect of Nonpayment of Assessments.*

(a) *General.* Any assessments which are not paid when due shall be delinquent. Except to the extent otherwise expressly agreed in writing by the Board, if any assessments are not paid within thirty (30) days after the due date, then:

(i) late charges, interest from the due date, and all costs of collection (including reasonable attorneys' fees), all set forth in Section 5.06, shall be added to and included in the amount of such assessment;

(ii) all voting rights of the Owner shall be automatically suspended until all assessments are paid in full; and

(iii) upon ten (10) days written notice, the Association may accelerate through the end of the twelve (12) month period from the first (1st) day of the month following the date of giving of notice of acceleration all regular assessments and any installments for special or specific assessments due or to become due during said period.

(b) *Action for Debt; Foreclosure.* Each Owner, by acquisition of any Lot within the Subdivision or any right, title or interest therein, expressly grants to and vests in the Association or its agents or representatives; (i) the right and power to bring all actions against each Owner, personally for the collection of all delinquent assessments as a debt; (ii) the right and power to foreclose the Association's continuing lien for assessments by all methods available for the enforcement of a mortgage, deed of trust or any other contractual lien, including foreclosure by an action brought in the name of the Association, either judicially or non-judicially, by power of sale; and (iii) a continuing power of sale in connection with the non-judicial foreclosure of the Association's continuing lien for assessments as herein provided. The Association shall have the power to bid on any Lot at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same. The filing of suit to collect any sums due hereunder or to foreclose the Association's continuing lien for assessments shall never be considered an election so as to preclude foreclosure under powers of sale after a final judgment or the dismissal of the suit for foreclosure.

SECTION 5.09 *Non-Judicial Foreclosure.*

(a) *Trustee.* Each Owner, by acquisition of any Lot within the Subdivision or any right, title or interest therein, expressly grants to the Association a power of sale in connection with foreclosure of the Association's continuing lien for assessments. By written resolution, the Board may appoint, from time to time, an officer, agent, trustee, or attorney of the Association (the "Trustee") to exercise the power of sale on behalf of the Association. In the case of absence, death, inability, refusal or failure to act, or at the sole election of the Board with or without cause, the Board may remove any then acting Trustee and/or constitute and appoint a successor or substitute Trustee without further formality than an appointment and designation in writing. Any such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited, and shall vest in the successor or substitute all powers and duties herein conferred upon a Trustee, and any act by and any conveyance by the successor or substitute to any purchaser shall be equally valid and effective. The right to appoint a successor or substitute Trustee shall exist as often as the Board may elect and whenever a Trustee, original, successor or substitute, cannot or will not act or has been removed.

(b) *Trustee's Sale.* Upon default in payment of assessments and at the request and at the direction of the Board, it shall be the Trustee's duty to exercise the power of sale herein granted and to sell the defaulting Owner's Lot in accordance with this Declaration and applicable laws of the State of Texas, including without limitation Section 51.002 of the TEXAS PROPERTY CODE or any amendment or recodification of the same or any successor or superseding law or statute, whether state or federal. From the proceeds arising from such sale or sales, the Trustee shall pay in the following order: (i) all expenses of foreclosure and conveyance, including to the acting Trustee if so authorized by the Board a commission of five percent (5%) of the gross proceeds of such sale or sales; (ii) all assessments, regular, special and specific, due to the Association; (iii) any other amounts required by law to be paid before payment to the Owner(s) of the Lot sold; and (iv) the remaining balance, if any, shall be paid to the Owner(s) of the Lot sold.

(c) *Continuing Right of Sale.* The right and power of sale hereunder shall not be exhausted by one or any sale, but shall continue as long as any indebtedness remains unpaid as to which the Trustee may make other and successive sales.

(d) *Trustee's Sale Conclusive; Possession.* Each Owner, by acquisition of any Lot within the Subdivision or right, title or interest therein, specifically covenants and stipulates as to each and every Trustee's foreclosure sale that:

(i) The recitals in any appointment of designation of Trustee, any conveyance by the Trustee and any affidavit of the Trustee or the Association related thereto shall be full proof and evidence of the matters therein stated, all prerequisites of the foreclosure sale shall be presumed to have been performed, and the foreclosure sale made under the powers herein granted shall be a perpetual bar against the Owner(s) of the Lot(s) sold and their heirs, executors and administrators, successors and assigns, and any Persons whatsoever claiming or to claim thereunder; and

(ii) After foreclosure sale, the Owner(s) prior to sale, the Owner or Owner's tenants and all other occupant(s) of the Lot sold shall be mere tenants at sufferance of the purchaser or purchasers at said sale, such purchaser or purchasers shall be entitled to immediate possession thereof; and if the Owner(s), tenants and all other occupant(s) of the Lot sold fail to vacate the premises immediately, such purchaser or purchasers may and shall have the right (in addition to all other rights and remedies said purchaser or purchasers may have) to institute and maintain forcible detainer or eviction actions and any other action for possession which shall lie against any said parties, their heirs, executors and administrators, successors or assigns, and any Persons whatsoever claiming or to claim thereunder.

SECTION 5.10 *Assessments as Independent Covenant.* No Owner may waive or otherwise escape liability for the payment of assessments as provided for herein for any reason, including, by way of illustration but not limitation, by nonuse of any of the Common Area Easement, Subdivision Facilities, or abandonment of the Lot; and no diminution or abatement of assessments shall be claimed or allowed by reason of any alleged actions or failure to act by the Association, or its officers, Directors, agents or employees, whether or not required under this Declaration or other Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or its officers, Directors, agents or employees, or by reason of any action taken by the Association, or its officers, Directors, agents or employees to comply with any law, ordinance, or any order or directive of any governmental authority, the obligation to pay assessments being, and is hereby expressly declared to be, a separate and independent covenant and contractual obligation on the part of each Owner.

ARTICLE VI

MAINTENANCE

SECTION 6.01 *Responsibility of Association.* Subject to any insurance then in effect, the Association shall maintain the Common Area Easement and Subdivision Facilities, and keep same in good repair. This maintenance shall include, without limitation, maintenance,

repair, and replacement of all Subdivision Facilities, including landscaping and improvements situated on the Common Area Easement. The Association shall not be required to maintain any portion of the Exclusive Use Area of the Common Area Easement except as to any Subdivision Facilities located thereon or therein. The Association shall be obligated to maintain, repair, replace any common or shared utilities (whether sanitary sewer, drainage, storm water, water lines, water meters and the like) which serve two or more Townhomes. The Association shall not be obligated to maintain, repair, or replace any such utilities which serve only one Townhome, commencing at a point where such utilities exit or leave a common or shared use utility.

SECTION 6.02 *Owner's Responsibility.*

(a) *General.* All maintenance of the Townhome (including the entire structure, interior and exterior) on each Lot and the Exclusive Use Area of the Common Area Easement on each Lot shall be the sole responsibility of the Owner thereof. Each Owner shall maintain their Townhome and Exclusive Use Area in a manner consistent with the standards of use, conduct, appearance and maintenance generally prevailing in the Subdivision as may be more specifically determined by this Declaration and other Governing Documents, including as determined from time to time by duly adopted Architectural Guidelines and Rules and Regulations. The Owner shall further be responsible to maintain, repair, or replace any utility lines (whether sanitary sewer, drainage, storm water, water lines, water meters and the like) which serve any such Owner's Lot, whether or not such utilities are located wholly or partially within or outside of such Lot.

(b) *Disturbance of Common Area Easement.* Except as provided herein, no Owner shall have the right to disturb, alter, or construct any improvement on or to the Common Area Easement (except for such portion constituting an Exclusive Use Area subject to any easements shown on the Plat and Subdivision Facilities located therein). In the event that the performance of any Owner's maintenance responsibilities on such Owner's Townhome or Exclusive Use Area of the Common Area Easement shall require that any portion of the Common Area Easement be modified, removed or disturbed, then such Owner shall first obtain the written consent of the Board as to same, and then such Owner's obligations shall be performed, at the option of the Association, either under the supervision of the Association in accordance with plans and specifications approved by the Association, or by the Association at the reasonable expense of the Owner. If the Association shall perform such obligations at the expense of the Owner, the Board may require security deposits, or rent or all of the estimated expenses, and the Owner shall pay all such expense upon demand. Such indebtedness shall be added to and become a part of the specific assessment to which such Owner and the Owner's Lot shall be subject, and shall be secured by the continuing lien hereby established against such Owner's Lot.

(c) *Owner's Default.* In the event the Board determines that (i) any Owner has failed or refused to discharge properly the Owner's maintenance obligations as herein provided, or (ii) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder has been caused through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family, guests, invitees, servants, agents or

employees of either, then the Association may perform the repair, replacement or maintenance at such Owner's sole cost and expense in accordance with the following:

(i) Except in the event of an emergency, or to the extent necessary to diminish any threat of infestation by rats or other vermin or any health, fire or other safety hazards, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement. The notice shall be delivered or mailed to the street address of the Lot affected, and the Owner's last known address provided by the Owner for purposes of notice, if any, and shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete all maintenance, repair, or replacement as set forth in this notice, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work within ten (10) days and to complete same within a reasonable time not to exceed thirty (30) days unless otherwise specifically approved by the Association.

(ii) If any Owner fails fully to comply with the aforesaid notice, the Association shall have the right (but not the obligation), through its officers, Directors, agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements located thereon; and in case of emergency, or to the extent necessary to diminish any threat of infestation by rats or other vermin or any health, fire or other safety hazards, the Association shall have the right (but not the obligation), through its officers, Directors, agents and employees, to enter any residence or improvement located upon such Lot, and to take all actions reasonably necessary to abate the same.

(iii) The good-faith determination by the Board that maintenance, repair or replacement is necessary, or that an emergency or threat of infestation or health, safety or other hazard exists, shall be final and conclusive, and shall extend to any thing or condition upon any Lot as to such Lot or which adversely affects any other Lot or Community Properties.

(iv) All reasonable costs of maintenance, repair or replacement performed by the Association pursuant to this Section 6.02 shall be added to and become a part of the specific assessment to which such Owner and the Owner's Lot shall be subject, and shall be secured by the continuing lien hereby established against such Owner's Lot.

Section 6.03 *Limitation of Liability.* Neither the Association nor its officers, Directors, agents or employees shall be liable for trespass or any other tort or claim for damages in connection with any actions or failure to act as provided in this Article VI. The provisions hereof are cumulative of the provisions of Section 3.05.

ARTICLE VII

USE RESTRICTIONS

SECTION 7.01 *Residential Use; Group Homes; Treatment Facilities.*

(a) *General.* Each and every Lot is hereby restricted to residential dwellings for single-family residential use only.

(b) *No Business, Professional, Commercial or Manufacturing Use.* No business, professional, commercial or manufacturing use shall be made of any Lot or any improvement located thereon, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the premises as a residence, and regardless of whether or not done for profit or remuneration. Notwithstanding the foregoing, so long as there is no external evidence thereof (including signs, advertising, or contacts in person at a residence with clients or customers) and no unreasonable inconvenience to Owners or occupants of any Lots as determined in the sole good-faith opinion of the Board, the following activities at a residence by an Owner or the Owner's tenants shall not be prohibited:

- (i) maintenance of any personal professional library;
- (ii) keeping of personal or professional records or accounts; or
- (iii) handling personal business or professional telephone calls or correspondence; provided, no business, professional commercial or manufacturing telephone listing shall be permitted, and the conducting of any telemarketing or similar type business from a residence shall be strictly prohibited.

(c) *Residential Structures Only.* No structure other than one single-family residence shall be constructed, placed on or permitted to remain on any Lot in this Subdivision.

(d) *Residential Use Only.* Without limitation of the foregoing, as used in this Declaration, the term "residential use" shall be construed to prohibit the use of any Lot or the residence thereon for apartment houses or other types of dwelling designed for multi-family dwelling, or use for or operation of a boarding or rooming house or residence for transients, or the use of any garage as a garage apartment or residential living quarters.

(e) *Single Family Defined.* As used in this Declaration the term "single family" shall be construed to mean one (1) or more natural persons maintaining a common household within a single-family residence upon a Lot and includes only: (i) parents, children, grandparents and grandchildren who are members of a single family related by blood, marriage or adoption; or (ii) a group of natural persons not so related but not to exceed in number the number of bona fide bedrooms contained in the residence being so occupied; and (iii) the domestic servants of either.

(f) *Maximum Occupancy.* Notwithstanding any of the foregoing provisions but in addition to the limitations above set forth, in no event shall a single family residence be occupied by more persons than the product of the total number of bona fide bedrooms contained in the single family residence multiplied by two (2).

(g) *Group Homes; Treatment Facilities.* To the fullest extent allowed by law, no Lot or any part of the single-family residence thereon shall be used for the operation of a "group home," "family home," "community home," "half-way house," day care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to pervious or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illness, or other similar matters.

SECTION 7.02 *Animals and Livestock.* No hogs, horses, livestock or poultry of any kind shall be raised, bred, or kept on any Lot. If consistent with its use as a residence, dogs, cats or other household pets may be kept on a Lot. All such household pets must be kept on a leash or otherwise maintained under the control of their Owner when not maintained in an enclosed yard. As to any animals or livestock not permitted, or in the event permitted pets, as aforesaid, are permitted to roam free, or, as determined in the sole discretion of the Board, endanger the health or safety, make objectionable noise, or constitute a nuisance, annoyance or inconvenience to the Owners or occupants of the other Lots or the owner of any property located adjacent to or in the vicinity of the Subdivision, the Board may cause any such animal, livestock or permitted pet to be removed from the Subdivision and may prohibit the return of any such permitted pet to the Subdivision. Removal as aforesaid shall be at the sole expense of the Owner and without liability of any kind whatsoever to the Association, its officers, Directors, agents or employees, and including any Person which the Board may direct to remove any such animal, livestock or permitted pet.

SECTION 7.03 *Vehicles.*

(a) *Courtyard and Driveway Parking.* No vehicle of any kind shall be parked, stored or otherwise permitted to remain overnight upon any driveway, courtyard or upon any portion of the Common Area Easement unless prior written consent of the Board is obtained. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter ton pick-up, bus, unused vehicle, inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current and valid license plate and current and valid state inspection sticker), and no unsightly vehicle as determined in the sole good-faith opinion of the Board, shall be parked or kept at anytime within the Subdivision, or on any driveway upon any Lot unless such vehicle is stored completely within a garage.

(b) *Assigned Parking.* The Board may designate specific areas in the Subdivision as it may in its sole discretion determine as parking areas for any Lot or as visitor parking. Owners shall not park in such visitor parking spaces on a temporary or permanent basis.

(c) *Repair of Vehicles.* No Person shall be permitted to perform work on any vehicle within the Subdivision, or on any street in front or along the side or back of any Lot,

or on any Lot, at any time other than temporary emergency repairs or other work required in order to promptly remove an inoperable or disabled vehicle from the Subdivision or to and within a garage.

(d) *Vehicle Defined.* As used in this Section 7.03, "vehicle" shall include motor homes, boats, trailers, motorcycles, scooters, trucks, campers, buses, and automobiles and such other devices as from time to time specified in applicable Rules and Regulations.

(e) *Presumptive Violations.* Repairs or other work exceeding twenty-four (24) hours shall be conclusively presumed not to be "temporary." Any vehicle shall be conclusively presumed to be "unused" or "inoperable" if the vehicle has not been operated outside the Subdivision for seven (7) or more consecutive days or the vehicle has not been operated outside the Subdivision more than once in any fourteen (14) day period. The provisions hereof shall not prejudice the right of the Association to otherwise establish a violation. The foregoing provisions shall not apply to any vehicle completely stored within a garage. The Board may grant reasonable exceptions to the foregoing upon receipt of written request from an Owner or their tenant.

(f) *Towing.* The Board or its designated representative may cause any vehicle which is parked or stored (whether or not pending repairs) in violation of this Declaration or other Governing Documents to be removed from the Subdivision to any vehicle storage facility within Harris County, Texas, at the sole cost and expense of the Person owning such vehicle (whether or not such Person is an Owner) and/or the Owner as to whom such Person is a tenant, visitor, guest or invitee. Any such removal may be in accordance with the applicable provisions of Chapter 684 of the Texas Transportation Code (Removal of Unauthorized Vehicles from Parking Facility or Public Roadway). Any vehicles parked in the subdivision in violation of this Declaration and Governing Documents shall constitute an unauthorized vehicle as defined in Chapter 684 of the Texas Transportation Code. Neither the Association nor any officers, Directors, agents or employees thereof, nor any Person removing any vehicle as herein provided, shall have any liability whatsoever in consequence of removal of any vehicle as herein provided, and the Person owning such vehicle (whether or not such Person is an Owner) and/or the Owner as to whom such Person is a tenant, visitor, guest or invitee, shall hold all such parties harmless from any and all claims, suits, actions, liabilities or damages arising, directly or indirectly, as a result of such removal.

SECTION 7.04 *Nuisance; Unsightly or Unkempt Conditions.* No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious. No hobbies or activities which will cause disorderly, unsightly, or unkempt conditions, including without limitation the assembly or disassembly of or repair work on motor vehicles or other mechanical devices, shall be performed within the Subdivision. No substance, thing, or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or a nuisance to any residents of the Subdivision or to any Person using any property adjacent to the Lot. There shall not be maintained any plants or animals

or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the residents of the Subdivision. No spiritous, vinous, malt, medicated bitters, alcohol, drugs or other intoxicants shall be sold or offered for sale on any part of any Lot or any other place within the Subdivision. No Lot or any part thereof shall be used for any immoral or illegal purposes. Upon the good-faith determination of the Board that a violation of this Section exists, the Board may take such actions as it shall deem necessary to abate the violation in the manner provided in Section 6 at the sole cost and expense of the violating owner.

SECTION 7.05 *Septic Tanks.* No septic tank, private water well or similar private sewage or water systems shall be permitted upon any Lot.

SECTION 7.06 *Disposal of Trash.* No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. No incinerator may be maintained on any portion of the Subdivision. All trash and similar matter to be disposed of shall be placed in cans or similar receptacles with tight fitting lids or plastic bags tied or otherwise tightly secured, and shall be placed in an area adequately screened by planting or fencing from public view or within a garage except when placed for regular pickup as herein provided. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition, and shall comply with all applicable federal, state, county, municipal or other governmental laws and regulations. All such prohibited matter shall be removed from each Lot at regular intervals if not removed or removable by a regular garbage and sanitation service. Trash and garbage for pickup by a regular service shall be placed in such area or areas as the Board may from time to time direct, or as the applicable garbage and sanitation service or provider may require; provided trash and garbage shall not be placed for pickup earlier than eight (8) hours prior to a scheduled pickup day and all receptacles therefor and any remaining trash and garbage shall be removed from the pickup site by midnight of the pickup day. Any of the foregoing provisions may be modified, added to or deleted by applicable Rules and Regulations.

SECTION 7.07 *Permitted Hours for Construction Activity.* Except as is reasonably necessary for initial construction of a residence on a Lot, or in an emergency, or when other unusual circumstances exist, all as determined in the sole good-faith opinion of the Board, outside construction work or noisy interior construction work shall not be permitted except between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays, excluding any legal Holidays and Sundays.

SECTION 7.08 *Building Materials.* No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot as provided in Section 4.07. Under no circumstances shall building materials be placed or stored on any courtyard, driveway or walkway or upon any Common Area Easement except as expressly authorized in writing by the Board.

SECTION 7.09 *Outdoor Cooking.* Outdoor cooking shall be permitted on any Lot only in equipment especially constructed for same, and only in such manner as not to create

a hazard of fire or injury to persons or property. Outdoor cooking is prohibited upon Common Area Easement (save and except the Exclusive Use Area of same) unless authorized by the Board. All outdoor cooking equipment shall be properly maintained, and shall be stored in an area screened from public view when not in use. The Board may enact Rules and Regulations specifically prohibiting outdoor cooking any place within the Subdivision or upon any Lot, or otherwise restricting or regulating outdoor cooking.

SECTION 7.10 *Firearms.* The use of firearms in the Subdivision is strictly prohibited. The term "firearms" includes, without limitation, "B-B" guns, pellet guns, and small or large firearms of all types.

SECTION 7.11 *Basketball Goals.* No basketball goals or backboards shall be mounted on a garage or on a pole, or otherwise erected or maintained upon any Lot, without the prior written approval of the ACC.

SECTION 7.12 *Leases.*

(a) *Restrictions.* No Lot may be leased other than for use as a single-family residence as herein provided and defined. No Owner may lease a Townhome for transient or hotel purposes. No Owner may lease less than an entire Townhome. All leases shall:

(i) be in writing; and

(ii) shall be specifically subject in all respects to all provisions of this Declaration and all other Governing Documents (whether or not expressly stated in the lease), and any failure by lessee to comply with the terms and conditions of the Governing Documents shall be a default under the lease and grounds for termination of the lease and eviction by the Owner or the Association.

(b) *Owner's Liability.* Each Owner hereby irrevocably appoints the Board or its designated representative as their attorney in fact for purposes of termination of any lease and/or eviction due to violation or breach of this Declaration or other Governing Documents, agrees to indemnification in regard thereto to the fullest extent herein provided (including as set forth in Section 3.05) and shall be solely responsible for all costs thereof (including as provided in Section 5.06).

(c) *Joint Liabilities.* Lessor(s) and lessee(s) shall be jointly and severally liable for the observance and performance of all of the terms and provisions of this Declaration and all other Governing Documents, including, without limitation, joint and several liability for all damages, costs and expenses resulting from any violation thereof, and/or all fines and assessments imposed thereby.

SECTION 7.13 *Unoccupied Residences.* The Owner of a Lot with an unoccupied Townhouse, including any mortgagee in possession and any mortgagee obtaining title to a Lot by foreclosure or by any deed or other arrangement in lieu of foreclosure, shall remain liable for full observance and performance of all terms and conditions of this Declaration and all other Governing Documents, including in particular, but without limitation: (i) proper

maintenance of the Lot and all improvements thereon; and (ii) securing of the unoccupied Townhouse, including fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use.

SECTION 7.14 *Visitors, Guests and Invitees.* Each Owner and each Owner's tenant shall insure that their family members, visitors, guests and invitees fully comply with applicable provisions of this Declaration and all other Governing Documents, and shall be liable for all costs, expenses, losses, damages and fines caused by violations by any such family members, visitor, guest or invitee.

SECTION 7.15 *Children and Other Dependents.* Owners and their tenants shall insure that their children and other dependents, and the children and other dependents of their visitors, guests or invitees, are properly supervised at all times and shall not permit such children and other dependents to engage in any activity or conduct that will cause damage to or require additional maintenance of any of the Common Area Easement or other Lots, including landscaped areas and recreational facilities, or which is otherwise in violation of this Declaration. The parent(s), guardian(s) or other Person(s) with whom any child or dependent resides or who are otherwise legally responsible for the care and custody of the child or dependent shall be responsible for ensuring such child or dependent complies with applicable provisions of the Declaration and other Governing Documents, and shall be liable for the consequences of any violation(s) thereof by any such child or dependent.

SECTION 7.16 *Garage Usage.* No portion of any garage shall be diverted to any use other than the parking of vehicles and other generally accepted and customary usage of a garage. In particular, but not in limitation of the foregoing, no portion of any garage shall be used as a residence or a game room, or for any similar use as living quarters. Garage doors shall be kept in a closed position when the garage area is not being actively used.

SECTION 7.17 *Mineral Production.* No drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

SECTION 7.18 *Clotheslines.* No outside clotheslines shall be constructed or maintained on any Lot or Community Properties, nor shall any other outside drying of clothes be permitted.

SECTION 7.19 *Rules and Regulations.* The Board is hereby specifically authorized to promulgate, modify and delete such reasonable Rules and Regulations applicable to the operation, use and occupancy of the Subdivision, including all Lots and Common Area Easement, as the Board shall from time to time deem beneficial to the Subdivision. Such authority shall include, but is not limited to: (i) the right to limit, in addition to the provisions of Section 7.03, the type and size of vehicles within the Subdivision, traffic and parking regulations and other traffic control procedures, and the maximum permissible noise levels of vehicles within the Subdivision; (ii) procedures and reasonable restrictions and limitations

on the right to use the Common Area Easement; and (iii) all procedural and substantive aspects for the establishment, levy, collection and payment of fines for any violations of the Governing Documents. Rules and Regulations shall be of equal dignity with and shall be enforceable in the same manner as the provisions of this Declaration; provided that:

(a) Rules and Regulations shall not be enacted retroactively (except that if any activity is subsequently covered by Rules and Regulations and such activity shall cease after enactment of the Rules and Regulations covering same, then the Rules and Regulations shall apply to the activity thereafter);

(b) Rules and Regulations shall not be incompatible with the provisions of this Declaration; and

(c) Rules and Regulations shall not become effective until thirty (30) days after true and correct copies thereof are delivered or mailed to all Owners.

ARTICLE VIII

ARCHITECTURAL RESTRICTIONS

SECTION 8.01 *Type of Residence.*

(a) *Type of Structures.* Only one single-family residence not to exceed three (3) stories shall be built or permitted on each Lot.

(b) *Garages.* All single-family residences shall have an attached enclosed garage of sufficient size to park two (2) vehicles. All garages must be enclosed with permanent walls and their fronts enclosed with standard type overhead doors customarily used in the building industry which garage door shall be maintained in good working order by the Owner at all times. Any replacement garage door shall be painted to match the then existing color scheme of the residence. Except for interior modifications of a garage wholly consistent with its use as a garage and which do not alter the exterior appearance of the garage as originally constructed, no modification of the interior or exterior of any garage as originally constructed shall be permitted without prior written approval of the ACC.

(c) *New Construction and Continued Maintenance Required.* All structures shall be of new construction, and no structure shall be moved from another location to any Lot without prior written approval of the ACC. All residences must be kept in good repair by the Owner thereof, and must be painted by the owner thereof when necessary to preserve their attractiveness.

SECTION 8.02 *Location of Residence on Lot.*

(a) *General.* No building or structure (including any single-family residence, but excluding any roof overhang, fireplace, chimney, bay window, steps or similar architectural detail which is part of a single-family residence) shall be located upon any Lot except in such

area covered by the foundation slab of such residence as part of the original construction of such Townhome by Declarant.

SECTION 8.03 *Lot Fences, Walls and Hedges.* Except as to perimeter Subdivision fencing (which are a part of the Subdivision Facilities maintained by the Association), all fences and freestanding fence type walls, gateposts, hedges and planters (sometimes herein referred to as "Lot Fencing"), whenever and wherever located on any Lot, shall comply with the following:

(a) *ACC Approval Required.* No Lot Fencing shall be constructed, placed or maintained on any Lot without prior written approval of the ACC.

(b) *Setbacks.* No Lot Fencing shall extend past the front setback line of the Lot or the front of the residence except as may be approved by the ACC.

(c) *Maximum Height.* No Lot Fencing shall be more than eight feet (8') in height.

(d) *Composition.* All Lot Fencing other than hedges shall be constructed of redwood or cedar, ornamental iron, brick or masonry as approved by the ACC.

(e) *Chain Link Fences Prohibited.* No chain link type fences will be permitted on any Lot.

(f) *Ownership and Maintenance.* Except as to perimeter Subdivision fencing, ownership of all Lot Fencing located on a respective Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to continuously maintain all Lot Fencing in a neat and attractive condition and in good repair.

(g) *Hedge Defined.* For the purposes of this Section, and *hedge* shall be defined as a row of bushes, shrubs or trees which, at natural maturity, will extend three feet (3') in height and have sufficiently dense foliage as to present a visual and physical barrier in the same manner as a fence.

SECTION 8.04 *Antennas and Satellite Dish System.*

(a) *Prohibited Antenna.* No television antenna may be erected or maintained on any Lot. No electronic antenna or device of any type, citizen band, *HAM*, *CB*, or similar radio antenna or other television antenna or accessories shall be erected or permitted to remain on or outside of a building on any Lot or Lot.

(b) *Satellite Dish Systems.* Except for over the air reception devices expressly permitted by Section 207 of the Telecommunication Act of 1996 (47 C.F.R. §1.4000), no satellite dish system, microwave television antenna or similar devices of any type shall be permitted on any Lot or elsewhere in the Subdivision unless approved by the ACC. The ACC may (but shall not be required to) permit installation of a satellite dish system, microwave, television antenna or similar device only if no part of same is visible from any street.

SECTION 8.05 *Signs.* No signs, billboards, posters or advertising devices of any kind, including, without limitation, business, professional, promotional or institutional signs, shall be permitted on any Lot, or upon any residence, or within any residence if visible from the exterior of the residence, or within the Subdivision without the prior written consent of the ACC other than one sign of not more than six (6) square feet advertising a particular residence for sale. Any member of the ACC or an authorized representative of either, may remove any sign, billboard, poster or advertising device located upon or within the Subdivision in violation of the foregoing and dispose of same as trash without liability for trespass or in tort or otherwise. The provisions hereof shall not apply to any entry monuments, traffic signs or other signs, billboards or posters maintained by the Association.

SECTION 8.06 *Exterior Lighting.* Any exterior lighting of a residence shall be subject to prior written ACC approval. No exterior lighting shall be directed outside property lines of the Lot upon which same is located. All lighting fixtures shall be compatible in style and design to the residence where located.

SECTION 8.07 *Landscaping and Easement.* On the Exclusive Use Areas of the Common Area Easement, grass shall be kept mowed and edged by the Owner, and all grass, flower and shrubbery bed and all other landscaping shall be continuously maintained by the Owner to prevent unsightly appearance and as may be more particularly specified by applicable Architectural Guidelines or Rules and Regulations. Without limitation of the foregoing, grass in the Exclusive Use Areas of the Common Area Easement with single family residences thereon shall not be permitted to grow to a height exceeding nine inches (9"). Dead or damaged trees which may create a hazard to property or persons within the Exclusive Use Area of the Common Area Easement shall be promptly removed or repaired at the Owner's expense.

SECTION 8.08 *Solar Devices.* No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be permitted upon any portion of the Subdivision, including any Lot and/or residence located thereon, without the prior written consent of the ACC. Any such installation shall be in harmony with the design of the residence, and such that the device is not visible from any street.

SECTION 8.09 *Exterior Colors.* Unless otherwise approved by the ACC, all residences must be painted or repainted in a color used in the original construction of residences within the Subdivision.

SECTION 8.10 *Maintenance of Utilities.* Except for the common utilities serving more than one (1) Townhome, all utility services intended to be provided to each single family residence as originally constructed, including without limitation, water, sewage, electric and gas services, shall be maintained by the Owner at all times.

SECTION 8.11 *Air Conditioners.* Except as approved by the ACC, no window, wall or exterior roof mounted type air conditioners or heating units, or any part thereof, and no air conditioners or heating units, or any part thereof, which is visible from any courtyard, driveway or street shall be permitted.

SECTION 8.12 *Private Utility Lines.* All electrical, telephone and other utility lines and facilities which are located on a Lot shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the ACC, and shall be maintained at all times by the Owner of the Lot upon which same is located.

SECTION 8.13 *Excavation.* The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except upon written approval of the ACC as may be necessary in conjunction with the landscaping of or construction on such Lot.

SECTION 8.14 *Exterior Appearance.* All curtains, draperies, blinds or window coverings visible from the exterior of the Townhome shall be reasonably compatible in color and material with the general appearance of all such window coverings in all Townhomes. The intent of this restriction being to prevent any type of window covering visible to the exterior which would or could, in the Board's reasonable determination, detract from the aesthetics of the Subdivision. No aluminum foil, cardboard, paper, sheets or other similar window coverings shall be allowed.

ARTICLE IX

EASEMENTS

SECTION 9.01 *Incorporation of Easements.* All easements, dedications, limitations, restrictions and reservations shown on the surveys of each Lot and any other plat, map or in that certain "Dedication of Access, Drainage, and Private Utility Easements for The Courts at Mid Lane" filed under County Clerk's File No. U019927 of the Real Property Records of Harris County, Texas, and any other instrument duly filed in the public records of Harris County, Texas which legally applies to the Subdivision or any Lot, and all grants and dedications of easements and related rights heretofore made or hereafter established as herein provided affecting the Subdivision or any Lots and filed in the Real Property Records of Harris County, Texas, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by any Person covering any portion of the Subdivision, including any Lot. In the event of any conflict between any of the foregoing filed after the date of filing of this Declaration and any provisions of this Declaration, the provisions of this Declaration shall control.

SECTION 9.02 *Owner's Easements for Use and Enjoyment.* Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area Easement which shall be appurtenant to and shall pass with the title to the Lot, subject to the following provisions:

(a) *Usage Control.* The Board shall have the right to: (i) establish, install, maintain, operate and regulate a limited access gate or gates and such other security oriented systems, devices and procedures as it may determine; (ii) issue, charge for, and require as a condition of entry to the Subdivision and/or Common Area Easement such identification cares, passes, keys or similar devices as the Board may from time to time determine; (iii) limit

the number of guests of Lot Owners and their tenants who may use the Common Area Easement; (iv) provide for the exclusive use and enjoyment of specific portions of the Common Area Easement at certain designated times by an Owner, his family, and the Owner's tenant, and the guests or invitees of either.

SECTION 9.03 *Easements for Encroachment and Overhang.* In the event that any portion of any walkway, parking area, driveway, water line, sewer line, utility line, sprinkler system, building or any other structure or improvement, including without limitation any building or any other structure or improvement, including, without limitation, any building steps, fences paving, decking, footings, piers, piles, grade beams or similar improvements, or any overhang of walls or roofs of any such building or structure as originally constructed, encroaches on any Lot or the Common Area Easement due to the unintentional placement or setting or shifting of any of the foregoing at any point on the common boundary between each Lot and the adjacent portion of the Common Area Easement or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point, it shall be deemed that the Owner of such Lot or the Association has granted a perpetual easement to the Owner of the adjoining Lot or the Association for continuing maintenance and use of such encroaching improvements for maintenance, repair or replacement of any of the foregoing if performed in substantial compliance with the original construction. The foregoing shall also apply to any encroachment which is completely underground for any distance which does not substantially and adversely effect the Lot or Common Area Easement being encroached.

SECTION 9.04 *Owners' Access Easement.*

(a) *Defined.* Each Lot and the Common Area Easement shall be subject to a non-exclusive access easement for the construction, maintenance, repair and replacement of improvements located upon any adjacent Lot (the "Accessing Lot") for usage by an Accessing Lot Owner or occupant, or their agents or employees. The Lot or Common Area Easement being accessed is herein referred to as the *Easement Lot*. This access easement area on the Easement Lot (the "Access Area") shall consist of a strip of land abutting the nearest boundary line of the Accessing Lot of not less than three feet (3') nor more than six feet (6'), as may be reasonably required. In no event shall such easement extend to any part of the single family residence located on the Easement Lot.

(b) *Notice; Duration.* Prior to use of the Access Area, the Owner or occupant of the Accessing Lot shall give prior written notice of intent to utilize the Access Area stating therein the nature of intended use and the duration of such usage.

(c) *Usage.* Usage of the Access Area shall be limited to the minimum reasonable amount of time and area required to complete necessary work to preserve, protect, construct, maintain, repair, and replace the residence or other structures and improvements located on the Accessing Lot. Work during the usage period shall be conducted in such manner as to minimize so far as reasonably possible, inconveniences and disruptions to the Easement Lot and its occupants. Except in the case of emergency or unless otherwise authorized by the Owner or occupant of the Easement Lot, work during the usage period shall not be conducted during legal holidays or any Sunday and shall otherwise be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturdays.

(d) *ACC Approval of Access Area Improvements.* No structure or improvements other than grass, flower and shrubbery beds and sprinkler systems shall be placed within the Access Area at any time without prior written approval of the ACC. The ACC shall not approve any such structures or improvements which would substantially interfere with, or be burdensome to, or which would cause excessive expense to any potential Accessing Lot if access becomes necessary as herein provided.

(e) *Restoration.* Promptly after completion of usage of an Access Area, the Accessing Lot Owner or occupant shall thoroughly clean the Access Area and repair and restore same to substantially the same condition that existed at the time of commencement of usage; provided, such obligation for restoration shall not apply to any structures or improvements which have been placed in the Access Area without written ACC approval.

SECTION 9.05 *Utilities and Other Services.*

(a) *Service Vehicles.* An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, to garbage and trash collection vehicles and other service vehicles and to all Association agents and employees in connection with any work or other duties as set forth in this Declaration to enter upon any portion of the Subdivision or any of the Lots in the performance of their duties. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision or Lot in performance of mail delivery or any other United States Post Office services.

(b) *Changes and Additions.* At the sole election of the Board, the Association shall have the right to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public, quasi-public or private utility purposes, including, without limitation, gas, electricity, telephone, sanitary or storm, cable television and similar services, along, over, above, across, and under the Subdivision and any Lot; provided, such additional easements shall not be located within the portion of any Lot upon which there has been constructed any existing building (including a residence) or other improvements approved by the ACC within or upon any Lot.

SECTION 9.06 *Egress/Regress to Public Way Required.* All single family residences shall be constructed, and thereafter same related improvements shall be maintained, such that a continuous and unobstructed means of egress and regress to a common public way is maintained in accordance with applicable building codes and ordinances of the City of Houston, State of Texas.

SECTION 9.07 *Title to Easements and Appurtenances Not Conveyed.* Title to any Lot conveyed by contract, deed or other conveyance shall not be held or construed in any event to include the title to any easement established by this Article IX, including, but not limited to any driveways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way or any pipes, lines, poles or conduits on or in any utility facility, service equipment or appurtenances thereto.

SECTION 9.08 *Easements Perpetual.* So long as reasonably necessary, all easements set forth in this Article IX shall be perpetual in duration, and once established shall not be subject to amendments or termination otherwise applicable to this Declaration.

SECTION 9.09 *Common Area Easement.*

(a) *Dedication of Easement.* The Declarant, by the recording of this Declaration, hereby dedicates certain easements for the installment of private utilities, private drainage systems, as well as for private egress and regress. All of the Subdivision, save and except those areas covered by a foundation slab for the respective Townhomes as originally constructed by the Declarant, shall be and is hereby reserved as the Common Area Easement. The Common Area Easement shall be used for the installation, maintenance and upkeep of private utilities, private drainage facilities, drainage lines, other similar devices, and the Subdivision Facilities which may be required and located within the Subdivision for the benefit of each of the respective future Owners of the respective Lots in the Subdivision. During the Development Period, the Declarant, and after the expiration of the Development Period, the Association, shall have the right to add to, maintain, and generally upkeep the private utilities and Subdivision Facilities within the Common Area Easement. The City of Houston shall not be, and is in no way responsible for the maintenance and repairs of such private facilities and private utility lines. The Declarant shall have the right to execute and deliver any further agreement concerning or regarding the Common Area Easement consistent with the terms hereof.

(b) *Use of Easement.* In addition to private utilities and drainage facilities located on the Common Area Easement, certain Subdivision Facilities (as defined in Section 2.19) shall be placed on and within the Common Area Easement, consisting of, and without limitation, motor courts, courtyards, driveways, fountains, visitor parking areas, perimeter fencing, and the like. Except for the areas of the Common Area Easement described as *Exclusive Use Areas* (as defined in Section 2.19), the Common Area Easement shall be utilized for the purpose ingress or egress from the respective Townhomes in the respective Lots to and from the public street right-of-way lying adjacent to the Subdivision, for the benefit of the respective Owners, their tenants, guests and invitees.

(c) *Exclusive Use Areas.* Portions of the Common Area Easement are reserved for the exclusive use of the respective Owners of the respective Lots as described on Exhibit "B". Provided, however, that any such exclusive use shall not hinder or impede, and shall be subject to the right of the Association to have access to and to maintain and repair any and all Subdivision Facilities which may be located within such Exclusive Use Areas.

ARTICLE X

INSURANCE, CASUALTY LOSSES AND CONDEMNATION

SECTION 10.01 *Association Insurance.* The Board or its duly authorized agents shall have the authority to obtain, with such deductibles as the Board shall determine, the following

coverage or substantial equivalent, and to pay all premiums or other costs thereof from the Maintenance Fund:

(a) insurance for the Subdivision Facilities and other improvements (to the extent insurable) on the Common Area Easement (excluding any insurable improvements located within any Exclusive Use Areas of such Common Area Easement) covering loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard;

(b) officers' and directors' liability insurance and public liability insurance applicable to the Common Area Easement covering the Association and its Members for all damage or injury caused by the negligence of the Association and committees thereof (including the ACC), and any of its Members, officers, Directors, agents or employees; and

(c) worker's compensation to the extent required by law.

SECTION 10.02 *Damage or Destruction of Townhomes.*

(a) *Required Owner's Insurance.* Obtaining of liability and property insurance regarding and for the Townhomes located on the Lots (and the contents of residences) shall be the sole responsibility of the Owners thereof. At a minimum, the Owner(s) of each Lot shall obtain property insurance to insure the residence thereon, and all fixtures, equipment and other improvements pertaining thereto normally insured under building coverage. Said building coverage shall be on a current replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value against risks of loss or damage by fire and other hazards as are covered by standard extended coverage, and shall include coverage against vandalism. Said building coverage shall not cover any Subdivision Facilities located within the Common Area Easement. Said building coverage shall be obtained effective as of the date of acquisition of ownership of a Lot by an Owner (or after substantial completion of construction of a residence thereon, if applicable), and shall remain continuously in effect to the date of acquisition of ownership by the next succeeding Owner(s). Each Owner of a Lot shall provide to the Association proof of said building coverage satisfactory to the Board upon not less than five (5) days written notice, failing which, the Board shall have the right, but not the obligation, to obtain said building coverage on behalf of the Owner and assess as a specific assessment all other costs and expenses related thereto to the defaulting Owner.

(b) *Repair or Replacement Required.* Whether or not insured, the damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot (including the residence thereon but excluding any Subdivision Facility land on or within the Common Area Easement) shall be repaired or replaced by the Owner thereof within seventy-five (75) days after such damage or destruction, or, where repairs or replacements cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter as determined in the sole good faith judgment of the ACC. In the event of noncompliance with this provision, the Association shall have all enforcement powers permitted by law and this Declaration, including without

limitation, the right to seek specific performance and/or to invoke the powers specified in Section 6.02 of this Declaration.

10.03 *Condemnation.* Whenever all or any part of the Common Area Easement (excluding any Exclusive Use Areas) shall be taken (or conveyed in lieu of or under threat of condemnation by the Association acting on the approval of the Owners of a majority of Lots then contained within the Subdivision) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as Trustee for all Owners.

ARTICLE XI

AGREEMENT RELATING TO COMMON WALLS

SECTION 11.01 *Irrevocable Agreement.* As herein set forth, each Lot has constructed thereon a Townhome or residence (referred to herein as a "Unit") which shares a wall or common walls (the "Common Wall") with one or more Townhomes or residences on one or more adjacent Lots. Each Owner, by acceptance of a contract for deed, deed or other conveyance to a Lot, hereby irrevocably agrees that each of the provisions of this Article shall govern the use, maintenance, repair and extension of any and all Common Walls.

SECTION 11.02 *Common Usage.* Each Owner acknowledges and agrees that the adjoining Owner of a Unit sharing a Common Wall shall have full right to use the Common Wall for the insertion of beams or otherwise to support the erection of buildings upon the respective Lots; provided, however, that such use shall not injure the adjoining Unit and shall not impair the value of the easement to which the adjoining Unit is entitled, nor shall such use impair the Common Wall benefits and support to which the adjoining Unit is entitled; and further provided that prior written notice of such use is given to the Owner by the adjoining Owner as provided in Section 9.04. To facilitate such use and for the purpose of erecting, extending, or repairing the Common Wall as may be herein provided, each Owner is licensed by the adjoining Owner to enter upon the adjoining Owner's premises to make necessary excavations or other work necessary to exercise the rights provided in the other provisions of this Article.

SECTION 11.03 *Costs of Repair or Rebuilding.* In the event that it shall become necessary to repair or rebuild the Common Wall or any portion thereof as constructed or extended, the cost of repairing or rebuilding the portions of the Common Wall used by both Owners at the time shall be at the expense of both Owners in equal shares, and the cost of repairing or rebuilding any remaining portion shall be wholly at the expense of the Owner who shall exclusively use that portion.

SECTION 11.04 *Damage or Destruction.* In the event that the Common Wall is totally or partially destroyed by fire or other cause, either of the Owners thereof, and their successors, heirs, or assigns, shall have the obligation to reconstruct the same at the Owner's own expense if that Owner also intends to continue the use of the Common Wall, or at the

expense of both parties, in equal shares, in the event that both intend to continue the use of the Common Wall.

SECTION 11.05 *Weatherproofing.* Notwithstanding any other provisions of this Article, an Owner who by their negligent willful act causes the Common Wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and all damages resulting from same.

SECTION 11.06 *Duration.* The duration of all provisions of this Article governing Common Walls shall extend for period of time equal to these restrictions and as long thereafter as reasonably necessary to the use and occupancy of each Unit by each Owner of Units thereon, and shall constitute an easement and a covenant running with the land; provided, however, that nothing herein contained shall be construed as a conveyance by either party of any rights in the fee of the land upon which the Common Wall shall stand.

SECTION 11.07 *Arbitration.* In the event of any controversy, claims, or dispute between Owners arising out of or relating to the provisions hereof governing Common Walls or the breach thereof, the prevailing Owner shall be entitled to recover from the losing Owner reasonable expenses, attorney's fees and costs. Any dispute hereunder shall be submitted to arbitration under the Rules of the American Arbitration Association, and the decision of the American Arbitration Association shall be final and binding on both parties.

SECTION 11.08 *General Rules of Law to Apply.* To the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each Common Wall which is built as part of the original construction of a Courtyard home and any replacement thereof.

ARTICLE XII

ENFORCEMENT

SECTION 12.01 *Strict Compliance Required.* Each Owner and each Owner's tenants, by acquisition of any right, title or interest in any Lot, covenant and agree to be bound by and strictly comply with all restrictions, covenants, conditions and easements set forth in this Declaration and all other Governing Documents as same may from time to time or at any time be hereinafter amended. The foregoing provisions shall apply regardless of whether or not any such Governing Documents are filed in Harris County Real Property Records or any other public records except as otherwise expressly required by this Declaration.

SECTION 12.02 *Enforcement - General.* The Association, its successors and assigns, and any Owner shall the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration and in other Governing Documents, and in order to prevent a breach thereof or to enforce the observance or performance thereof shall have the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory. Failure of the Association or any Owner to enforce any of

the provisions of this Declaration or any other Governing Documents shall in no event be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability shall attach to, the Association, or its officer, Directors, agents, employees or committee members, for failure to enforce the provisions of this Declaration or any other Governing Documents.

SECTION 12.03 *Obligation for Payment of Costs and Expenses Resulting from Violations.* Each Owner and tenant of an Owner found to have committed, or who is responsible for, a violations of any of the provisions of this Declaration or any other Governing Documents, shall be jointly and severally liable for payment to the Association, for and to indemnify the Association and to hold and save it harmless from, any and all claims, liabilities, damages, loss, costs and expenses of whatsoever kind, including reasonably attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and shall pay over to the Association all sums of money which the Association or its representatives shall pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums shall be assessed as a specific assessment, and shall be secured by the continuing lien established by Article V hereof. All such sums shall be due and payable upon demand by the Association or its representative upon presentment of a written statement setting forth the Association's payment or liability to pay such sum without the necessity of any other or further notice of any act, fact or information concerning the Association's rights or such Owner's or tenant's liabilities under this Section.

SECTION 12.04 *Cumulative Rights and Remedies.* Each right and remedy set forth herein shall be separate, distinct and non-exclusive, and all shall be deemed cumulative. The pursuit of any right or remedy provided for herein or by law or the failure to exercise that particular right or remedy shall not be construed as a waiver of such right or remedy or any other right or remedy.

ARTICLE XIII

DEVELOPMENT PERIOD

SECTION 13.01 *Application.* Notwithstanding any other provisions of this Declaration to the contrary, the provisions of this Article XIII shall apply until termination of the *Development Period*.

SECTION 13.02 *Appointment of Board and ACC; Authority of Association.* During the Development Period, Declarant shall appoint all members of the Board of Directors and ACC and shall be entitled to remove and replace any of same, and in all other respects to exercise all rights and authority of the Association as set forth in this Declaration and all other Governing Documents.

SECTION 13.03 *ACC Approval Not Required.* Declarant shall not be required to obtain ACC approval regarding any of its developmental activities during the Development Period.

SECTION 13.04 *Declarant as Member.* Declarant shall be deemed a Member of the Association for all purposes during the Development Period whether or not Declarant continues to own any Lot of Lot.

SECTION 13.05 *Common Area Easement*

(a) *Designation or Change as to Common Area Easement and/or Subdivision Facilities.* During the Development Period Declarant may modify, discontinue, redesignate or in any other manner change the Common Area Easement and/or Subdivision Facilities.

SECTION 13.06 *Easements.* Declarant and its agents or employees (including any builder, contractor or subcontractor) shall be entitled during the Development Period to exercise all easements set forth in this Declaration, and to grant or exercise such additional easements for ingress, egress and usage as is reasonably necessary to construct of single family residences, providing and development of utilities, Common Area Easement and/or Subdivision Facilities and any other developmental activities.

SECTION 13.07 *Sales Activities.* During the Development Period Declarant shall have the right to transact any business reasonably necessary to consummate the sale or rental of Lots and single family residences to be constructed thereon, and in connection therewith to maintain models, have signs and to use without charge any Common Area Easement (including Subdivision Facilities).

SECTION 13.08 *Assessments.*

(a) *Right of Declarant to Set Rate.* During the Development Period Declarant shall be entitled to change the annual rate of regular assessment as set forth in Section 5.03 without the vote or consent of any Owner and without further formality than giving of notice thereof as provided in Section 5.04.

(b) *Payment of Assessments by Declarant During Development Period.* Notwithstanding anything to the contrary contained herein, all Lots owned by Declarant shall be exempt from payment of all assessments (regular, special or specific) until the first (1st) day of the month following expiration or termination of the Development Period at which time the provision of Section 5.02 shall become applicable to Declarant with respect to any Lots then owned by Declarant. In lieu of payment of assessments as aforesaid, Developer shall contribute to the Maintenance Fund during the Development period an amount equal to the Actual Operating Expenses of the Association less all assessments received from all other Owners or builders up to a maximum contribution equal to the full annualized rate of assessments which would otherwise be applicable to Declarant's Lots. Said contribution shall be paid from time to time as Declarant shall determine, but not less frequently than annually within sixty (60) days after the end of Declarant's fiscal year. *Actual Operating Expenses* shall mean those expenses reasonably necessary for the discharge of the Association's functions and duties under this Declaration, but shall not include capital expenditures (determined in accordance with generally accepted accounting principals), any amounts paid or to be paid to capital or contingency reserves, or prepaid items, inventory or similar expenses attributable to period after expiration or termination of the Development Period. The determination of

Actual Operating Expenses by Declarant shall be final and conclusive so long as made in good faith.

SECTION 13.09 *Notices to Declarant, Association and ACC.* Until termination of the Development Period, all notices required or permitted by this Declaration or any other Governing Documents to the Association or ACC or to Declarant, shall be given as provided in Section 14.01; provided, same shall be given to Midlane Partners, L.P., a Texas Limited Partnership, at: 4265 San Felipe Rd., Suite 1100, Houston, Texas 77027.

SECTION 13.10 *Amendment of Governing Documents; Annexation.* During the Development Period Declarant reserves the sole and exclusive right to amend, and may from time to time and at any time amend, this Declaration or any other Governing Documents without joinder or consent of any Owner, mortgagee or any other Person. During the Development Period Declarant may subject any other property to the scheme of this Declaration without the joinder or consent of any Owner, mortgagee or any other person provided any such annexation or any other Person provided any such annexation is not inconsistent with the scheme of development contemplated hereby.

SECTION 13.11 *Limitation of Liability.*

(a) *General.* Without limitation of Section 3.05 hereof, the good faith decisions of Declarant regarding all developmental activities, management and operation of the Association and all other activities undertaken by Declarant pursuant hereto shall be final and conclusive; provided, Declarant shall conduct all such activities in a manner consistent with the general scheme of development hereby established.

(b) *Developmental Activities.* Declarant may or will be required during the Development Period to engage in construction activities upon multiple Lots or Common Area Easement, store equipment or materials on multiple Lots or Common Area Easement, create accumulations of trash and debris and otherwise engage in activities and create conditions related to its initial development of the Subdivision (the "Developmental Activities"). Declarant will use reasonable efforts to minimize the adverse effects of its Developmental Activities upon Owners and their tenants, guests and invitees. However, Declarant shall not be liable to any Owner, tenant or guests or invitees of either which Declarant deems appropriate to avoid hindrance or interference with its Development Activities, including limiting or denying access to areas of the Subdivision, designating temporary dumping sites, maintenance of metal buildings or structures and use of the Common Area Easement and/or Subdivision Facilities in connection with its Developmental Activities.

ARTICLE XIV

GENERAL PROVISIONS

SECTION 14.01 *Notices to Association, ACC and Owners.* Unless otherwise expressly provided herein, all notices or other communications permitted or required under

this Declaration shall be in writing and shall be deemed properly given if but only if given in accordance with the following:

(a) *Notices to Association or ACC.* All notices or other communications to the Association or ACC shall be given by (i) personal delivery acknowledged in writing, or (ii) certified or registered mail, return receipt requested, and by deposit in the United States mail, postage prepaid and addressed, to any member of the Board or ACC, to the Association's registered agent, or to the Association's Managing Agent as from time to time designated by the Board, such notice or other communications to be deemed given only upon receipt of same by the member of the Board or ACC or registered agent or Managing Agent, as the case may be.

(b) *Notice to Owners.* All notices or other communications to any Owner shall be deemed given upon personal delivery to or when deposited in the United States mail, postage prepaid and addressed to, the street address of the Owner's Lot located within the Subdivision, or to the most current street address given by an Owner for purposes of notice as provided in Section 14.01.(c). Where more than one (1) Person is the Owner of a single Lot, the mailing of any notices or other communications as aforesaid to any single Owner shall constitute notice given to all such Owners.

(c) *Owner's Notice of Address Other Than Lot Address Required.* Any Owner may request any notices required or permitted hereby be mailed to an address other than such Owner's Lot address by giving written and dated notice of the alternate address to the Association in the manner provided in Section 14.01(a); provided, such request shall be mailed only by certified or registered mail, return receipt requested. Any such request shall be conclusively deemed not to have been received unless the Owner produces the original or copy of the properly signed and dated return receipt request. In the event of conflict in such requests by a single Owner or multiple Owners, the request last received shall control.

(d) *Other Governing Documents.* The foregoing provisions of this Section 14.01 shall also apply to notices or other communications permitted or required by the Governing Documents other than this Declaration except as otherwise expressly provided in such other Governing Documents, and provided that notice given in accordance herewith shall be sufficient regardless of contrary provisions in other Governing Documents.

SECTION 14.02 *Term.* Subject to the provisions of Section 14.03, these covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, their respective legal representatives, heirs, executors and administrators, predecessors, successors and assigns, and all Persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded in the Real Property Records of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, easements, liens and charges shall be automatically extended for successive periods of ten (10) years each.

SECTION 14.03 *Amendment.*

(a) *By Owners.* Except as otherwise expressly herein provided, the Owners of two-thirds (2/3rds) of the total number of Lots then contained within the Subdivision shall always have the power and authority to amend this Declaration, in whole or in part, at any time and from time to time. Any such amendment shall become effective upon the date an instrument of amendment covering same is filed for record in the Real Property Records of Harris County, Texas. The terms *amend*, *amendment* or substantial equivalent shall mean and refer to any change, modification, revision, or termination of any provisions of this Declaration or other Governing Documents.

(b) *By Association.* The Association, by vote of the Board of Directors shall have the right in its sole good faith judgment, from time to time and at anytime, to amend this Declaration without joinder of any Owner or any Person, effective upon recordation of an instrument of amendment in the Real Property Records of Harris County, Texas, solely for the purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors or omissions herein; or

(ii) to conform this Declaration to the requirements of any lending institution; provided, the Board shall have no obligation whatsoever to amend lending this Declarant in accordance with any such lending institution requirements, and the Board shall not so amend this Declaration if in the sole good faith opinion of the Board any substantive and substantial rights of Owners would be adversely affected thereby; or

(iii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration or Federal Housing Administration, and in this respect the Board shall so amend this Declaration to the extent required by law upon receipt of written request and notice of such requirements.

(c) *Method for Approval of Amendment by Owners.* The Owner's approval of any amendment of this Declaration as provided by this Section may be obtained either (i) by execution of the amending instrument or consent thereto, or (ii) by affirmative vote, in person or by proxy, at a special meeting called for consideration of any such amendment. The certification of the Association's Secretary as to compliance with all prerequisites for amendment set forth in any instrument filed in the Real Property Records of Harris County, Texas evidencing any such amendment shall be final and conclusive.

SECTION 14.04 *Managing Agent.* The Board shall have the authority, from time to time and at any time, to retain, hire, employ or contract with any one (1) or more Persons to provide management services to the Association as the Board may specify (any such Person herein referred to as *Managing Agent*). Any Managing Agent shall be retained, hired, employed or contracted for on such terms and conditions as the Board in its sole good faith judgment may determine; provided, the Board shall retain the right in all cases as to any

Managing Agent to remove the Managing Agent, with or without cause, upon not more than sixty (60) days notice.

SECTION 14.05 *Conflicts in Governing Documents.* In the event of any conflict in the Governing Documents which cannot be reasonably reconciled after application of rules of interpretation as provided herein or by law, this Declaration shall control over any other Governing Documents, and all other Governing Documents shall control in the following order of priority: (i) Architectural Guidelines; (ii) Rules and Regulations; (iii) Articles of Incorporation; (iv) Board and Member resolutions; and (vi) all others.

SECTION 14.06 *Interpretation.* The provisions hereof are to be liberally construed to give full effect to their intent and purposes. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and the scheme of development thereunder shall govern. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience, and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. In particular and without limitation, the division of use restrictions under Article VII hereof and architectural restrictions under Article VIII hereof are for convenience of reference, it being the intent that all of such provisions be given full effect in an integrated manner in light of the general purposes and objectives of this Declaration and the scheme of development accomplished thereby. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to both genders.

SECTION 14.07 *Severability.* Wherever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person, particular circumstance or property shall be prohibited or held invalid, such prohibition or invalidity shall not extend beyond such Person, particular circumstance or property and shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

SECTION 14.08 *Effective Date.* This Declaration shall be effective from and after the date of filing of same in the Real Property Records of Harris County, Texas.

In WITNESS WHEREOF, the undersigned, being the sole Owner of all Lots and Lots initially subject to this Declaration, has executed this Declaration to be effective upon the date of filing of this Declaration in the Real Property Records of Harris County, Texas.

MIDLANE PARTNERS, L.P., a Texas Limited Partnership

Jon

By: Pelican Builders, Inc., a Texas corporation, its General Partner

By: *Robert F. Bland, Jr.*

Robert F. Bland, Jr.

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 28 day of October, 1999, by ROBERT F. BLAND, JR., President of Pelican Builders, Inc., a Texas corporation, General Partner of Midlane Partners, L.P., a Texas Limited Partnership, on behalf of such Limited Partnership.

Kathleen A. Andrews
Notary Public - State of Texas



METES AND BOUNDS DESCRIPTION
 2745 SQUARE FEET
 UNRESTRICTED RESERVE "A"
 RIVER OAKS COURT
 HARRIS COUNTY, TEXAS

4219 Bettis Drive

Being a tract or parcel containing 2745 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2745 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

BEGINNING at a 1/2 inch iron rod found in the south right-of-way line of Bettis Drive (60 feet wide) and marking the beginning of a tangent 25 foot radius cut-back curve to the right;

THENCE in a southeasterly direction and following the said arc of the curve to the right having a radius of 25.00 feet, a central angle of 106 Degrees 35 Minutes 20 Seconds, and an arc length of 46.51 feet (Long Chord = South 36 Degrees 43 Minutes 36 Seconds East, 40.09 feet) to a 1/2 inch iron rod found in the westerly right-of-way line of Mid Lane (60 feet wide) and marking the point of reverse curvature of a curve to the left;

THENCE following the arc of the said curve to the left having a radius of 330.00 feet, a central angle of 02 Degrees 00 Minutes 34 Seconds, and an arc length of 11.57 feet (Long Chord = South 15 Degrees 33 Minutes 47 Seconds West, 11.57 feet) to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

THENCE South 89 Degrees 58 Minutes 44 Seconds West, departing the west right-of-way line of the said Mid Lane and along the south line of the herein described tract, a distance of 63.19 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the west line of the herein described tract, a distance of 43.29 feet to a 5/8 inch iron rod set in the south right-of-way line of the said Bettis Drive for the northwest corner of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the south right-of-way line of the said Bettis Drive and the north line of the herein described tract, a distance of 42.15 feet to the POINT OF BEGINNING and containing 2745 square feet of land.

McClendon and Reno
 Phone: (281) 240-9099
 Job No: 45-9771 M1A
 August 1999

EXHIBIT "A"
 Page 1

METES AND BOUNDS DESCRIPTION
 2338 SQUARE FEET
 UNRESTRICTED RESERVE "A"
 RIVER OAKS COURT
 HARRIS COUNTY, TEXAS

4221 Bettis Drive

Being a tract or parcel containing 2338 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2338 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

COMMENCING at a 1/2 inch iron rod found in the south right-of-way line of Bettis Drive (60 feet wide) and marking the beginning of a tangent 25-foot radius cutback curve to the right;

THENCE in a southeasterly direction and following the said arc of the curve to the right having a radius of 25.00 feet, a central angle of 106 Degrees 35 Minutes 20 Seconds, and an arc length of 46.51 feet (Long Chord = South 36 Degrees 43 Minutes 36 Seconds East, 40.09 feet) to a 1/2 inch iron rod found in the westerly right-of-way line of Mid Lane (60 feet wide) and marking the point of reverse curvature of a curve to the left;

THENCE in a southwesterly direction along the westerly right-of-way line of the said Mid Lane and following the arc of the said curve to the left having a radius of 330.00 feet, a central angle of 02 Degrees 00 Minutes 34 Seconds, and an arc length of 11.57 feet (Long Chord = South 15 Degrees 33 Minutes 47 Seconds West, 11.57 feet) to a 5/8 inch iron rod set for the northeast corner of and POINT OF BEGINNING of the herein described tract;

THENCE continuing in a southwesterly direction along the westerly right-of-way line of the said Mid Lane and following the arc of the said curve to the left having a radius of 330.00 feet, a central angle of 07 Degrees 01 Minute 04 Seconds, and an arc length of 40.42 feet (Long Chord = South 11 Degrees 02 Minutes 58 Seconds West, 40.39 feet) to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

THENCE South 89 Degrees 58 Minutes 44 Seconds West, departing the westerly right-of-way line of the said Mid Lane and along the south line of the herein described tract, a distance of 55.61 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the west line of the herein described tract, a distance of 39.64 feet to a 5/8 inch iron rod set for the northwest corner of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the north line of the herein described tract, a distance of 63.19 feet to the northeast corner of and POINT OF BEGINNING and containing 2338 square feet of land.

McClendon and Reno
 Phone: (281) 240-9099
 Job No: 45-9771 MIB
 August 1999

EXHIBIT "A"
 Page 2

METES AND BOUNDS DESCRIPTION
 2518 SQUARE FEET
 UNRESTRICTED RESERVE "A"
 RIVER OAKS COURT
 HARRIS COUNTY, TEXAS

4223 Bettis Drive

Being a tract or parcel containing 2518 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2518 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

BEGINNING at a ½ inch iron rod found in the westerly right-of-way line of Mid Lane (60 feet wide) and marking the southeast corner of the said Unrestricted Reserve "A" of River Oaks Court, same being the northeast corner of Herle Home Addition, a subdivision of record filed in Volume 855, Page 309, of the Deed Recorded of Harris County, Texas, and same being the southeast corner of the herein described tract;

THENCE South 89 Degrees 59 Minutes 23 Seconds West, along the south line of the said Unrestricted Reserve "A" of River Oaks Court and the herein described tract, same being the north line of the said Herle Home Addition, a distance of 52.93 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, departing the south line of the said Unrestricted Reserve "A" of River Oaks Court, and along the west line of the herein described tract, a distance of 46.85 feet to a 5/8 inch iron rod set for the northwest corner of the herein described tract

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the north line of the herein described tract, a distance of 55.61 feet to a 5/8 inch iron rod set in the westerly right-of-way line of the said Mid Lane for the northeast corner of the herein described tract;

THENCE in a southwesterly direction along the westerly right-of-way line of the said Mid Lane, and following the arc of a non-tangent curve to the left having a radius of 330.00 feet, a central angle of 07 Degrees 18 Minutes 26 Seconds, and an arc length of 42.09 feet (Long Chord = South 03 Degrees 53 Minutes 13 Seconds West, 42.06 feet) to a ½ inch iron rod found for the point of tangency;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the westerly right-of-way line of the said Mid Lane and the east line of the herein described tract, a distance of 4.90 feet (call 5.26 feet) to the southeast corner of and POINT OF BEGINNING and containing 2518 square feet of land.

McClendon and Reno
 Phone: (281) 240-9099
 Job No: 45-9771 M2A
 August 1999

EXHIBIT "A"
 Page 3

528-90-2551

METES AND BOUNDS DESCRIPTION
2196 SQUARE FEET
UNRESTRICTED RESERVE "A"
RIVER OAKS COURT
HARRIS COUNTY, TEXAS

4225 Bettis Drive

Being a tract or parcel containing 2196 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2196 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

COMMENCING at a ½ inch iron rod found in the westerly right-of-way line of Mid Lane (60 feet wide) and marking the southeast corner of the said Unrestricted Reserve "A" of River Oaks Court, same being the northeast corner of Herrle Home Addition, a subdivision of record filed in Volume 855, Page 309, of the Deed Records of Harris County, Texas;

THENCE South 89 Degrees 59 Minutes 23 Seconds West, along the south line of the said Unrestricted Reserve "A" of River Oaks Court, distance of 52.93 feet to a 5/8 inch iron rod set for the southeast corner of POINT OF BEGINNING of the herein described tract;

THENCE South 89 Degrees 59 Minutes 23 Seconds West, continuing along the south line of the said Unrestricted Reserve "A" of River Oaks Court and along the south line of the herein described tract, a distance of 46.87 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, departing the south line of the said Unrestricted Reserve "A" of River Oaks Court and along the west line of the herein described tract, a distance of 46.84 feet to a 5/8 inch iron rod set for the northwest corner of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the north line of the herein described tract, a distance of 46.87 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east line of the herein described tract, a distance of 46.85 feet to the southeast corner of and POINT OF BEGINNING and containing 2196 square feet of land.

McClendon and Reno
Phone: (281) 240-9099
Job No: 45-9771 M2B
August 1999

EXHIBIT "A"
Page 4

METES AND BOUNDS DESCRIPTION
 1858 SQUARE FEET
 UNRESTRICTED RESERVE "A"
 RIVER OAKS COURT
 HARRIS COUNTY, TEXAS

4227 Bettis Drive

Being a tract or parcel containing 1858 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 1858 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

COMMENCING at a ½ inch iron rod found in the westerly right-of-way line of Mid Lane (60 feet wide) and marking the southeast corner of the said Unrestricted Reserve "A" of River Oaks Court, same being the northeast corner of Herrle Home Addition, a subdivision of record filed in Volume 855, Page 309, of the Deed Records of Harris County, Texas;

THENCE South 89 Degrees 59 Minutes 23 Seconds West, along the south line of the said Unrestricted Reserve "A" of River Oaks Court, distance of 52.93 feet to a found 5/8 inch iron rod;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, a distance of 46.85 feet to a 5/8 inch iron rod set for the southeast corner of and POINT OF BEGINNING of the herein described tract

THENCE South 89 Degrees 58 Minutes 44 Seconds West, along the south line of the herein described tract, a distance of 46.87 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the west line of the herein described tract, a distance of 39.64 feet to a 5/8 inch iron rod set for the northwest corner of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the north line of the herein described tract, a distance of 46.87 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east line of the herein described tract, a distance of 39.64 feet to the southeast corner of and POINT OF BEGINNING and containing 1858 square feet of land.

McClendon and Reno
 Phone: (281) 240-9099
 Job No: 45-9771 BIB
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EXHIBIT "A"
 Page 5

METES AND BOUNDS DESCRIPTION
 2029 SQUARE FEET
 UNRESTRICTED RESERVE "A"
 RIVER OAKS COURT
 HARRIS COUNTY, TEXAS

4229 Bettis Drive

Being a tract or parcel containing 2029 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2029 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

COMMENCING at a 1/4 inch iron rod found in the westerly right-of-way line of Mid Lane (60 feet wide) and marking the southeast corner of the said Unrestricted Reserve "A" of River Oaks Court, same being the northeast corner of Herrle Home Addition, a subdivision of record filed in Volume 855, Page 309, of the Deed Records of Harris County, Texas;

THENCE South 89 Degrees 59 Minutes 23 Seconds West, along the south line of the said Unrestricted Reserve "A" of River Oaks Court, distance of 52.93 feet to a found 5/8 inch iron rod;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, a distance of 86.49 feet to a 5/8 inch iron rod set for the southeast corner of and POINT OF BEGINNING of the herein described tract

THENCE South 89 Degrees 58 Minutes 44 Seconds West, along the south line of the herein described tract, a distance of 46.87 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the west line of the herein described tract, a distance of 43.29 feet to a 5/8 inch iron rod set in the south right-of-way line of Bettis Drive (60' wide) for the northwest corner of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the south right-of-way line of the said Bettis Drive and the north line of the herein described tract, a distance of 46.87 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east line of the herein described tract, a distance of 43.29 feet to the southeast corner of and POINT OF BEGINNING and containing 2029 square feet of land.

McClendon and Reno
 Phone: (281) 240-9099
 Job No: 45-9771 B1A
 August 1999

EXHIBIT "A"
 Page 6

528-90-2554

METES AND BOUNDS DESCRIPTION
2036 SQUARE FEET
UNRESTRICTED RESERVE "A"
RIVER OAKS COURT
HARRIS COUNTY, TEXAS

4233 Bettis Drive

Being a tract or parcel containing 2036 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2036 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

COMMENCING at a 5/8 inch iron rod found in the south right-of-way line of Bettis Drive (60' wide) and marking the northerly end of a 15 foot cut back corner at the intersection of the south right-of-way line of the said Bettis Drive and the east line of West Lane (width varies);

THENCE North 89 Degrees 58 Minutes 44 Seconds East, a distance of 38.18 feet to a 5/8 inch iron rod set for the northwest corner of and POINT OF BEGINNING of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, continuing along the south right-of-way line of the said Bettis Drive and along the north line of the herein described tract, a distance of 47.03 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east line of the herein described tract, a distance of 43.29 feet to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

THENCE South 89 Degrees 58 Minutes 44 Seconds West, along the south line of the herein described tract, a distance of 47.03 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the west line of the herein described tract, a distance of 43.29 feet to the northwest corner of and POINT OF BEGINNING and containing 2036 square feet of land.

McClendon and Reno
Phone: (281) 240-9099
Job No: 45-9771 B2A
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EXHIBIT "A"
Page 7

METES AND BOUNDS DESCRIPTION
 1864 SQUARE FEET
 UNRESTRICTED RESERVE "A"
 RIVER OAKS COURT
 HARRIS COUNTY, TEXAS

4235 Bettis Drive

Being a tract or parcel containing 1864 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 1864 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

COMMENCING at a 5/8 inch iron rod found in the south right-of-way line of Bettis Drive (60' wide) and marking the northerly end of a 15 foot cut back corner at the intersection of the south right-of-way line of the said Bettis Drive and the east line of West Lane (width varies);

THENCE North 89 Degrees 58 Minutes 44 Seconds East, a distance of 38.18 feet to a found 5/8 inch iron rod;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, a distance of 43.29 feet to a 5/8 inch iron rod set for the northwest corner of and POINT OF BEGINNING of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the north line of the herein described tract, a distance of 47.03 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east line of the herein described tract, a distance of 39.64 feet to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

THENCE South 89 Degrees 58 Minutes 44 Seconds West, along the south line of the herein described tract, a distance of 47.03 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the west line of the herein described tract, a distance of 39.64 feet to the northwest corner of and POINT OF BEGINNING and containing 1864 square feet of land.

McClendon and Reno
 Phone: (281) 240-9099
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EXHIBIT "A"
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METES AND BOUNDS DESCRIPTION
 2203 SQUARE FEET
 UNRESTRICTED RESERVE "A"
 RIVER OAKS COURT
 HARRIS COUNTY, TEXAS

4237 Bettis Drive

Being a tract or parcel containing 2203 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2203 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

COMMENCING at a 5/8 inch iron rod found in the south right-of-way line of Bettis Drive (60' wide) and marking the northerly end of a 15 foot cut back corner at the intersection of the south right-of-way line of the said Bettis Drive and the east line of West Lane (width varies);

THENCE North 89 Degrees 58 Minutes 44 Seconds East, a distance of 38.18 feet to a found 5/8 inch iron rod;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, a distance of 82.93 feet to a 5/8 inch iron rod set for the northwest corner of and POINT OF BEGINNING of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the north line of the herein described tract, a distance of 47.03 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east line of the herein described tract, a distance of 46.84 feet to a 5/8 inch iron rod set in the south line of Reserve "A" of the said River Oaks Court, same being the north line of Herrle Home Addition, a subdivision of record filed in Volume 855, Page 309, of the Deed Records of Harris County, Texas, for the southeast corner of the herein described tract;

THENCE South 89 Degrees 59 Minutes 23 Seconds West, along the south line of Reserve "A" of the said River Oaks Court and the south line of the herein described tract, a distance of 47.03 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the west line of the herein described tract, a distance of 46.83 feet to the northwest corner of and POINT OF BEGINNING and containing 2203 square feet of land.

McClendon and Reno
 Phone: (281) 240-9099
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EXHIBIT "A"
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METES AND BOUNDS DESCRIPTION
 2490 SQUARE FEET
 UNRESTRICTED RESERVE "A"
 RIVER OAKS COURT
4239 Bettis Drive
 HARRIS COUNTY, TEXAS

Being a tract or parcel containing 2490 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2490 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

COMMENCING at a ½ inch iron rod found in the east right-of-way line of West Lane (width varies) and marking the southerly end of a 15 foot cut-back corner at the intersection of the south line of Bettis Drive (60' wide) and the east line of the said West lane;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east right-of-way line of the said West Lane, a distance of 67.93 feet to a 5/8 inch iron rod set for the northwest corner of and POINT OF BEGINNING of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the north line of the herein described tract, a distance of 53.18 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east line of the herein described tract, a distance of 46.83 feet to a 5/8 inch iron rod set in the south line of Reserve "A" of the said River Oaks Court, same being the north line of Herrle Home Addition, a subdivision of record in Volume 855, Page 309, of the Deed Records of Harris County, Texas, for the southeast corner of the herein described tract;

THENCE South 89 Degrees 58 Minutes 44 Seconds West, along the south line of Reserve "A" of the said River Oaks Court and the south line of the herein described tract, a distance of 53.18 feet to a ½ inch iron rod found in the east right-of-way line of the said West Lane for the southwest corner of the herein described tract, same being the southwest corner of Reserve "A" of the said River Oaks Court, and same being the northwest corner of the said Herrle Home Addition;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the east right-of-way line of the said West Lane and the west line of the herein described tract, a distance of 46.82 feet to the northwest corner of and POINT OF BEGINNING and containing 2490 square feet of land.

McClendon and Reno
 Phone: (281) 240-9099
 Job No: 45-9771 W2B
 August 1999

EXHIBIT "A"
 Page 10

528-90-2558

METES AND BOUNDS DESCRIPTION
2108 SQUARE FEET
UNRESTRICTED RESERVE "A"
RIVER OAKS COURT
HARRIS COUNTY, TEXAS

4241 Bettis Drive

Being a tract or parcel containing 2108 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2108 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

COMMENCING at a 1/2 inch iron rod found in the east right-of-way line of West Lane (width varies) and marking the southerly end of a 15 foot cut-back corner at the intersection of the south line of Bettis Drive (60' wide) and the east line of the said West lane;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east right-of-way line of the said West Lane, a distance of 28.29 feet to a 5/8 inch iron rod set for the northwest corner of and POINT OF BEGINNING of the herein described tract;

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the north line of the herein described tract, a distance of 53.18 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east line of the herein described tract, a distance of 39.64 feet to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

THENCE South 89 Degrees 58 Minutes 44 Seconds West, along the south line of the herein described tract, a distance of 53.18 feet to a 5/8 inch iron rod set in the east right-of-way line of the said West Lane for the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the east right-of-way line of the said West Lane and the west line of the herein described tract, a distance of 39.64 feet to the northwest corner of and POINT OF BEGINNING and containing 2108 square feet of land.

McClendon and Reno
Phone: (281) 240-9099
Job No: 45-9771 W1B
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EXHIBIT "A"
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528-90-2559

METES AND BOUNDS DESCRIPTION
2189 SQUARE FEET
UNRESTRICTED RESERVE "A"
RIVER OAKS COURT
HARRIS COUNTY, TEXAS

4243 Bettis Drive

Being a tract or parcel containing 2189 square feet of land and being out of and a part of Unrestricted Reserve "A" of River Oaks Court, a subdivision in Harris County, Texas, filed for record at Film Code Number 353086 of the Map Records of Harris County, Texas, said 2189 square feet of land being more particularly described by Metes and Bounds as follows: (all bearings referenced to the Plat of River Oaks Court)

BEGINNING at a 5/8 inch iron rod found in the south right-of-way line of Bettis Drive (60' wide) and marking the northerly end of a 15 foot cut back corner at the intersection of the south right-of-way line of the said Bettis Drive and the east line of West Lane (width varies);

THENCE North 89 Degrees 58 Minutes 44 Seconds East, along the south right-of-way line of the said Bettis Drive and the north line of the herein described tract, a distance of 38.18 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 00 Degrees 14 Minutes 10 Seconds West, along the east line of the herein described tract, a distance of 43.29 feet to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

THENCE South 89 Degrees 58 Minutes 44 Seconds West, along the south line of the herein described tract, a distance of 53.18 feet to a 5/8 inch iron rod set in the east right-of-way line of the said West Lane and marking the southwest corner of the herein described tract;

THENCE North 00 Degrees 14 Minutes 10 Seconds East, along the east right-of-way line of the said West Lane and the west line of the herein described tract, a distance of 28.29 feet to a 5/8 inch iron rod found for the southerly end of the said 15 foot cut back corner at the intersection of the south right-of-way line of the said Bettis Drive and the east line of the said West Lane (width varies);

THENCE North 45 Degrees 06 Minutes 27 Seconds East, along the said 15 foot cut back corner, a distance of 21.26 feet to the northerly end of the said 15 foot cut back corner and POINT OF BEGINNING and containing 2189 square feet of land.

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EXHIBIT "A"
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EXHIBIT "B"

Exclusive use Areas

NOTE: The following descriptions of the Exclusive Use Area applicable to each respective tract or parcel of land are intended to be general in nature. In the event of any dispute, ambiguity, or conflict as to the location of the Exclusive Use Area applicable to any specific tract or parcel, such dispute, ambiguity, or conflict shall be resolved by (i) the Declarant, if such dispute, ambiguity or conflict shall arise during the Development Period, and (ii) by the Association, if such dispute, ambiguity, or conflict shall arise after the Development Period. Generally, the location of the respective fences located on the respective tract or parcels of land as originally constructed by the Declarant shall be determinative as to the location of the Exclusive Use Area applicable to each tract or parcel of land.

4219 Bettis Drive

All of that portion of such tract which lies easterly of the Residence located on such tract, to the Subdivision perimeter fence, and the area north of the Residence that lies within the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision perimeter fence to the north and east.

4221 Bettis Drive

All of that portion of such tract which lies easterly of the Residence located on such tract to the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision perimeter fence to the east.

4223 Bettis Drive

All of that portion of such tract which lies easterly and southerly of the Residence located on such tract, to the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision Perimeter Fence to the south and east.

4225 Bettis Drive

All of that portion of such tract which lies southerly of the Residence located on such tract, to the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision perimeter fence to the south.

4227 Bettis Drive

All of that portion of such tract which lies westerly of the Residence located on such tract.

4229 Bettis Drive

All of the portion of such tract which lies westerly of the Residence located on such tract, and the area north of the Residence located on such tract that lies within the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision perimeter fence to the north.

4233 Bettis Drive

All of that portion of such tract which lies easterly of the Residence located on such tract, and the area north of the Residence located on such tract that lies within the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision perimeter fence to the north.

4235 Bettis Drive

All of that portion of such tract which lies easterly of the Residence located on such tract.

4237 Bettis Drive

All of that portion of such tract which lies southerly of the Residence located on such tract, to the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision perimeter fence to the south.

4239 Bettis Drive

All of that portion of such tract which lies westerly and southerly of the Residence located on such tract, to the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision perimeter fence to the south and west.

4241 Bettis Drive

All of that portion of such tract which lies westerly of the Residence located on such tract, to the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision perimeter fence to the west.

4243 Bettis Drive

All of that portion of such tract which lies westerly of the Residence located on such tract, and the area north of the Residence located on such tract that lies within the Subdivision perimeter fence. None of the Exclusive Use Area applicable to such tract shall extend beyond the Subdivision perimeter fence to the north and west.

RECORDER'S MEMORANDUM
 AT THE TIME OF RECORDATION, THIS
 INSTRUMENT WAS FOUND TO BE INADEQUATE
 FOR THE BEST PHOTOGRAPHIC REPRODUCTION
 BECAUSE OF ILLEGIBILITY, CARBON OR
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HARRIS COUNTY TEXAS
COUNTY CLERK

Bonny J. Koyama



NOV 1 1999

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE RECORDED REAL
PROPERTY RECORDS OF TEXAS OR IN ANY MANNER OPERATES AGAIN FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in file number
Sequence on the date and at the time stamped herein by me, and was
only RECORDED in the Official Public Records of Real Property of
Harris County, Texas.

528-90-2562