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DECLARATION OF PARKHOLLOW CORPORATION
CONCERNING PARKHOLLOW PLACE, SECTION ONE

150-18-1655

THE STATE OF TEXAS }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

THAT PARKHOLLOW CORPORATION, a Texas corporation, being the present owner of that certain tract of land containing 13.352 acres, more or less, out of the Joel Wheaton Survey, Abstract 50, in Harris County, Texas, which land has heretofore been platted into a subdivision known as Parkhollow Place, Section One, according to the map or plat thereof recorded in Volume 247 at page 12 of the Map Records of Harris County, Texas, and desiring to create an attractive residential subdivision, to create a uniform plan for the improvement and development of the lots in said subdivision for the benefit of the present and future owners thereof, to preserve and protect the enjoyment and value of such lots and to protect the property values thereof, does hereby establish and adopt the following restrictions, covenants, obligations, assessments, liens, and reservations which shall apply to the ownership, use, improvement and occupancy of all lots in said subdivision and shall be covenants running with the land.

ARTICLE I

Definitions

SECTION 1.1. Definitions. As used herein, and unless the context clearly indicates to the contrary, the following terms shall have the meanings attributed to them below, to-wit:

- (a) "Developer" shall mean and refer to Parkhollow Corporation and to any corporation which succeeds to all or substantially all of its assets by merger, consolidation or conveyance.
- (b) "Subdivision Plat" shall mean and refer to the aforementioned subdivision plat of Parkhollow Place, Section One, as recorded in the Map Records of Harris County, Texas.
- (c) "Subdivision" shall mean and refer to the land subdivided into numbered lots in said Subdivision Plat, it being understood and agreed that, as used herein, the term "Subdivision" shall not cover or include any of the land shown as a reserve on such Subdivision Plat.
- (d) "Lot" shall mean and refer to any of the lots shown on the Subdivision Plat. If building sites are hereafter created pursuant to Section 2.5 below, the term "Lot" shall also thereafter mean and refer to any building site so created.

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- (e) "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit.
- (f) "Assessable Tract" shall mean and refer to any Lot from and after the date on which all of the following shall have occurred with respect to such Lot:
 - (i) Water and sanitary sewer lines capable of serving a Living Unit on the Lot shall have been extended to a point where the Owner of the Lot can connect thereto. Such point shall be within a street right of way adjoining the Lot, or within a utility easement adjacent to one side of such street right of way, or within a utility easement on such Lot.
 - (ii) A street or streets shall have been paved affording the Owner of the Lot paved roadway access from Synott Road to the Lot; and
 - (iii) The Lot shall have been rough graded.
- (g) "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.
- (h) "Owner" shall mean and refer to the owner(s), whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any person or entity holding only a lien, easement, or mineral interest burdening the title thereto.
- (i) "Architectural Control Committee" shall mean and refer to the Committee designated and described in Article IV below.
- (j) "Association" shall mean and refer to the property owners association described in Article VII below, and to any non-profit corporation which succeeds to all or substantially all of its assets by merger, consolidation, or conveyance.
- (k) "Member" shall mean and refer to a member of the Association during the period of such membership.
- (l) "Community Properties" shall mean and refer to such properties, real or personal, as may hereafter be owned or leased by the Association, whether or not such properties are situated in the Subdivision.
- (m) "Recreational Facilities" shall mean and refer to sports or recreational facilities such as, without

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limitation by enumeration, tennis courts, swimming pools, playground equipment and clubhouses.

ARTICLE II

Subdivision Plat; Easements; Rights Reserved;
Building Sites; Adjacent Property

SECTION 2.1. Subdivision Plat. All dedications, easements, restrictions, and reservations shown on the Subdivision Plat are incorporated herein for all purposes, insofar as the same relate to the Lots.

SECTION 2.2. Easements. Developer hereby reserves the right to dedicate, convey or reserve easements over, on and under any part of the land in the Subdivision for streets and for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities at or prior to the time Developer parts with title to the land within such easement(s). Neither Developer nor any municipality or utility company using the easements in the Subdivision (whether shown on the Subdivision Plat or hereafter created by Developer) shall be liable for any damages to shrubbery, trees, plants or other property situated within such easement area.

SECTION 2.3. Reservations. The title conveyed by Developer to any Lot by contract, deed or other conveyance shall never be intended, construed or held to include the title to any of the Community Properties, or any of the easements referred to in Sections 2.1 or 2.2 above, or any improvements at any time located over, on or under the Community Properties or any such easement, and title to all of the same shall be considered as excluded from any such conveyance, except to the extent that any of the same are specifically referred to in the instrument of conveyance and are stated therein to be conveyed thereby. Any system of utility lines and facilities constructed by Developer over, on, or under any such easement may be given, sold or leased by Developer to any public authority, utility company or holder of a public franchise.

SECTION 2.4 Removal of Lots from Restrictions, etc. Notwithstanding anything contained in this Declaration to the contrary, Developer shall have the right to construct such Recreational Facilities on any or all of the Lots in Block 4 of the Subdivision as it may determine without the consent of the Architectural Control Committee and without violating the restrictions set forth in Article III below. In addition, should Developer hereafter sell or convey any of the Lots in Block 4 of the Subdivision to the Association, then such Lots shall be permanently removed from and no longer subject to the provisions of Articles III, IV, V and VI of this Declaration and shall not be considered as Lots for purposes of Section 7.2, 7.3 or 10.2 below. A conveyance by Developer of any Lot in Block 4 of the Subdivision to any party other than the Association shall permanently terminate the provision of this Section 2.4 concerning the removal of such Lot from certain provisions of this Declaration.

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SECTION 2.5 Building Sites. With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate such Lots to be a building site. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building site for building and other purposes; and improvement may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration; provided, however, such building site shall be subject to the same assessment under Article V below as such group of Lots would have otherwise been subject.

SECTION 2.6. No Obligation as to Adjacent Property. Reference is made to the fact that the Subdivision is a part of a larger tract of land owned by Developer. While Developer may subdivide other portions of such property and subject the same to a declaration such as this Declaration, it is understood that Developer shall have no obligation so to do and that any such subdivision plat or declaration executed by Developer with respect to other property owned by Developer (whether now owned or hereafter acquired) may be the same as or similar or dissimilar to the Subdivision Plat or this Declaration.

ARTICLE III

Restrictions

SECTION 3.1. Type of Improvements. All buildings, structures and other improvements erected, altered, or placed in the Subdivision shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish or construction of any Living Unit shall be at least fifty-one percent (51%) brick, stone, or other masonry; and in computing such percentage, roof areas shall be excluded but attached garages, porches, and other structures constituting part of the Living Unit proper shall be included. All Living Units shall include at least two (2) parking spaces for off-street vehicular parking, either in garages or carports or on hard paved surfaces.

SECTION 3.2. Height and Size Restrictions. No building or Living Unit in the Subdivision shall exceed in height two and one-half (2-1/2) stories or contain less than 1400 square feet of living area. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Measurements shall be to the face of the outside walls of the living area.

SECTION 3.3. Nuisances. No nuisance shall ever be erected, placed or suffered to remain upon any property in the Subdivi-

sion, and no Owner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

SECTION 3.4. Prohibition Against Certain Animals, etc. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in the Subdivision except that dogs, cats or other common household pets (not to exceed a total of three adult animals) may be kept by the Owner or resident of any Living Unit, provided same are not kept for any commercial purpose.

SECTION 3.5. Prohibition Against Trash, etc. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

SECTION 3.6. Prohibition Against Mineral Development. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Subdivision.

SECTION 3.7. Prohibition Against Privies, etc. No privy, cesspool or septic tank shall be placed or maintained in the Subdivision.

SECTION 3.8. Prohibition Against Certain Vehicles, etc. No boat, trailer, camping unit, bus, truck, or self-propelled or towable vehicles of any sort shall be permitted to park on any Lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor, and (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition. No vehicles may be parked (temporarily or permanently) on lawns or in planted areas or other unpaved areas of any Lot.

SECTION 3.9. Prohibition Against Open Clothes Drying. No clothing or other materials shall be aired or dried on any Lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots.

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SECTION 3.10. Prohibition Against Certain Construction Work. Except in an emergency or when other unusual circumstances exist, as determined by the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

SECTION 3.11. Prohibition Against Antenna. Without the prior written authorization of the Architectural Control Committee, no television or radio antenna of any sort shall be placed, allowed, or maintained outside a living unit or on the exterior of any building or other improvement located on a Lot.

SECTION 3.12. Underground Utility Lines. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

SECTION 3.13. Mailboxes, etc. Mailboxes, house numbers and similar items used in the Subdivision must be harmonious with the overall character and aesthetics of the community. The decision of the Architectural Control Committee that any such item is not harmonious shall be final.

SECTION 3.14. Prohibition Against Certain Obstructions. No fence, wall, tree, hedge or planting shall be maintained in the Subdivision in such manner as to obstruct sight lines for vehicular traffic from the standpoint of safety.

SECTION 3.15. Prohibition Against Signs. No billboards or other signs may be erected in the Subdivision without the prior written consent of the Architectural Control Committee. Such Committee shall furnish, upon request, a signage manual setting forth the limitations and guidelines for signs which shall be reasonable in scope and restriction, and shall grant its written approval of signs which satisfy the requirements of such manual. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision.

SECTION 3.16. Maintenance of Lots and Improvements. The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right, after seven (7) days' notice to the Owner of any Lot setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such Owner, to: (i) mow the grass thereon, (ii) remove any debris therefrom, (iii) trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) do any and all things necessary or

desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten percent (10%) per annum and to pay any attorneys' fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon. The provisions of this Section 3.16 shall not apply to the mowing of grass on a vacant Lot if the Owner of the Lot is current in the payment of the assessment on such Lot provided for in Article V below.

SECTION 3.17. Use of Lots. Except for the easement rights elsewhere recognized in this Declaration, each Lot shall be used only for a Living Unit and a private garage or carport, and no Lot shall be used for business or professional purposes of any kind. With each Living Unit there shall be an attached or detached enclosed garage or, if the Architectural Control Committee so approves in writing, a carport. Each garage or carport shall be at least twenty (20) feet in width and twenty-two (22) feet in length. Bona fide domestic servants may live in the improvements on any Lot.

SECTION 3.18. Driveway Access. Unless the Architectural Control Committee agrees otherwise, each Lot shall have driveway access to the street on which the Lot faces and shall not have driveway access to a street on which it may side. Subject to the foregoing, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage or carport to the abutting street, including the portion in the street easement, and shall repair at his expense any damage to the street occasioned by connecting such driveway thereto.

SECTION 3.19. Encroachment on Building Lines and Easements. Unless the Architectural Control Committee agrees to the contrary in writing, no building, fence, or other structure shall: (i) be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building lines therefor shown on the Subdivision Plat, or (ii) encroach on any easement shown on the Subdivision Plat.

SECTION 3.20. Front Lighting. Before any Living Unit is completed, the Owner shall install an electric yard light activated by a light sensitivity switch between the front building line and the street right-of-way which shall meet the specifications for yard lights promulgated by the Architectural Control Committee and shall be located as required by such Committee.

SECTION 3.21. Sidewalks. As to each Lot which sides on Synott Road, and unless the Architectural Control Committee agrees to the contrary in writing, before any Living Unit constructed on such Lot is completed, the Owner thereof shall construct in the

adjacent street right-of-way along Cynott Road a concrete sidewalk four (4) feet in width parallel to the street curb and two (2) feet away from the lot line. Such sidewalk shall extend along the entire common boundary between the lot and the adjacent street right-of-way.

SECTION 5.22. Interior building lines. The following interior building lines shall apply to the lots in the subdivision unless the Architectural Control Committee agrees to the contrary in writing:

- (a) As to Lots 1 through 7 in Block 1 and Lots 1 through 7 and Lots 27 through 31 in Block 2, no building shall be located nearer than five (5) feet to any interior lot line except that a garage may be located as near as two (2) feet from the North line of such Lots (it being understood that the North line of Lot 9 in Block 1 is the common line between Lots 8 and 9 in said Block and that the North line of Lot 27 in Block 2 is the common line between Lots 27 and 28 in said Block).
- (b) As to Lots 10 through 23 in Block 1, Lots 8 through 26 in Block 2 and all Lots in Blocks 3 and 4, no building shall be located near than five (5) feet to any interior Lot line except that a garage may be located as near as two (2) feet from the West line of such Lots (it being understood that the West line of Lot 10 in Block 1 is the common line between Lots 9 and 10 in said Block and that the West line of Lot 26 in Block 2 is the common line between Lots 26 and 27 in said Block).

SECTION 5.23. Landscaping. The Owner of each Lot shall landscape the unpaved area between the Living Unit and the curb line(s) of the abutting street(s) in accordance with plans approved by the Architectural Control Committee but which shall include the planting of at least two (2) trees of an approved type, each having a minimum diameter of two (2) inches at a height of three (3) feet above finished grade and the planting of grass on all areas not covered by trees, shrubbery or other ground cover. The grass and trees shall be of a type prescribed by the Architectural Control Committee; provided, however, any type of oak tree and sweet gum trees shall be acceptable.

SECTION 5.24. Facilities of Developer. Notwithstanding the foregoing provisions of this Article III, Developer and its permittees shall have the exclusive right to erect, place, and maintain on their respective Lots in the Subdivision such facilities (including but not limited to, offices, storage areas, model units and signs) as in Developer's sole discretion may be necessary or convenient to improve and sell such Lots.

ARTICLE IV

Architectural Control Committee

SECTION 4.1. Committee. The Architectural Control Committee (sometimes called "Committee" in this Declaration) shall be composed of three (3) members. The initial members of such Architectural Control Committee shall be Edward H. Baird, Pat T. Dyer and James H. Glanville. The members of the Architectural Control Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association have Living Units thereon occupied as residences, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death, incapacity, or resignation of any person serving on the Architectural Control Committee, or in the event any such person shall refuse or fail to act, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may designate one of its members to act for the Committee. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article IV. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

SECTION 4.2. Approval of Plans. No buildings or other improvements, including driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, or outdoor lighting, shall be commenced, constructed, erected, placed, or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until: (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks and topography. All such submissions shall be made to the Architectural Control Committee at the registered office of the Association. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify (in such form as the Architectural Control Committee may reasonably require) structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove

the preliminary site plan and schematic plan within ten (10) working days after same have been submitted to it, or thereafter fails to approve or disapprove the final working plans and specifications within ten (10) working days after same have been submitted to it, approval thereof will not be required and the provisions of this Section 4.2 will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials or finishes that may be used in the construction, alteration, or repair of any improvement. The Architectural Control Committee shall also have the right, where not otherwise specified herein, to specify requirements for driveway access to adjacent streets, the location, height and extent of fences, walls, or other screening devices, and the orientation of structures with respect to streets, walks and structures on adjacent property. Unless the Architectural Control Committee agrees otherwise in writing, there shall be no chain link fencing, and no roofing material other than wood shingles, Spanish or Mexican tile, slate or other comparable roofing materials approved by the Architectural Control Committee in the Subdivision. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision.

SECTION 4.3. Approved Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced in the Subdivision until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within ten (10) working days after his name is submitted to it, such approval will not be required and the provisions of this Section 4.3 will be deemed to have been met.

ARTICLE V

Assessments and Lien Therefor; Books

SECTION 5.1. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot which shall be or shall thereafter become subject to the assessments hereinafter provided for, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments fixed, established and collected from time to time as hereinafter provided, together with such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligation of the person

who is the Owner of such property at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such property. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them but same shall be secured by the continuing lien referred to above.

SECTION 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively: (i) to purchase, construct, improve, beautify, manage, operate, care for, repair and maintain any Community Properties, the entrances to the Subdivision, the esplanades, and vacant Lots in the Subdivision, the flood control right-of-way between the Subdivision and Brays Bayou, and such other areas as the Board of Directors of the Association shall determine, (ii) to pay taxes and insurance premiums on any of such properties or improvements, and (iii) to promote the health, safety, convenience, enjoyment and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing patrol or watchman service, fogging for insect control, enforcing the provisions contained in this Declaration, employing at the request of the Architectural Control Committee one or more architects, engineers, attorneys or other consultants for the purpose of advising such Committee in carrying out its duties and authority as set forth in this Declaration, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and improvement of the Community Properties or for the benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the by-laws of the Association and governmental laws, rules and regulations.

SECTION 5.3. Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against each Lot in the Subdivision after it becomes an Assessable Tract to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.2 above, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs. The amount of the annual assessment against each Lot shall be uniform and shall not exceed \$300.00 unless such amount is hereafter increased in accordance with the provisions of Section 10.2 below.

SECTION 5.4 Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month after it becomes an Assessable Tract. The amount of the annual assessment on each such Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 5.3 above as the remaining number of months in such year bears to twelve and shall be due and payable on the day such Lot becomes an Assessable Tract. After the first year, the annual assessment on such Lot for each calendar year shall be due and payable on the first day of January in said year.

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SECTION 5.5. Duties of the Association. The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against the Lots in the Subdivision for each calendar year, subject to the criteria and limitations set out in Section 5.3 above. The Board of Directors of the Association shall cause to be prepared a roster of all Lots showing the amount of each assessment which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against such Owner's Lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid as to any third party who in good faith relies thereon to his economic detriment.

SECTION 5.6. Effect of Non-Payment of Assessment; Lien; Remedies of Association. If an assessment is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon and cost of collection thereof provided for herein, shall thereupon be secured by a continuing lien on the Lot against which the assessment was levied (including the improvements thereon) which shall bind such Lot in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If an assessment is not paid within thirty (30) days after it becomes due, it shall bear interest from the date it becomes due at the rate of ten percent (10%) per annum until it is paid. The Association may bring an action at law against the Owner personally obligated to pay any such assessment and an action at law to foreclose the lien securing the same, in which event there shall be added to the amount of such assessment all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit.

SECTION 5.7. Subordination of Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon the Lot subject to such assessment for the purpose of securing indebtedness incurred to purchase or improve such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Board of Directors of the Association, in its discretion, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance subject to such limitations, if any, as such Board may determine.

SECTION 5.8. Exempt Property. The assessments and liens created in this Article V shall apply only to the Lots in the Subdivision after they become Assessable Tracts, and the remainder of the property in the Subdivision shall not be subject thereto.

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SECTION 5.9. Books. The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time.

ARTICLE VI

Garbage and Rubbish Pickup

SECTION 6.1. Pickup Service. The Association shall have the right, but not the obligation, to contract for garbage and rubbish pickup service on behalf of all Occupied Lots, and to charge or have the garbage contractor charge the Owner of each Occupied Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Occupied Lots being served into the total cost of such garbage and rubbish pickup service. Payment for such service may be on a monthly, quarterly or semi-annual basis, at the discretion of the Association, and may be payable in advance.

SECTION 6.2. Effect of Non-Payment of Garbage Charge; Lien; Remedies of Association. If a garbage charge for any billing period (whether monthly, quarterly or semi-annually) is not paid on or before the first day of the billing period, or within ten (10) days after notice thereof is mailed to the Owner of the Occupied Lot to be charged, whichever is the later, the garbage charge shall bear interest thereafter at the rate of ten percent (10%) per annum until paid. The garbage charge and any interest thereon shall be the personal obligation of the Owner of the Occupied Lot receiving the garbage service (but not of such Owner's successors in title unless expressly assumed by them) and shall be secured by a continuing lien on such Occupied Lot (including the improvements thereon) which shall be binding on such Lot in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law to foreclose the lien securing the garbage charge and there shall be added to the amount of the garbage charge the interest thereon and all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorney's fees and costs of suit. At its discretion, the Association may discontinue garbage service to any Occupied Lot which is in default hereunder until all amounts in arrears, including the interest called for herein, have been paid in full.

SECTION 6.3. Subordination of Lien to Mortgages. With respect to each Occupied Lot, the lien provided for in Section 6.2 above shall be subordinate to the same liens to which the assessment provided for in Article V is made subordinate pursuant to the provisions of Section 5.7 above and, in the discretion of the Board of Directors of the Association, may be subordinated to any other lien.

ARTICLE VII

Creation of Association;
Membership and Voting Rights

SECTION 7.1. Creation. Developer shall cause to be created

under the laws of the State of Texas a non-profit corporation by the name of "Parkhollow Place Property Owners Association" (or a similar name if such name is not available). Such Association shall have all of the powers granted by such Texas Non-Profit Corporation Act.

SECTION 7.2. Membership. The Owner of each Lot, after it becomes an Assessable Tract, shall automatically be a Member of the Association during the period of his ownership. Developer, whether or not it is the Owner of any such Lot, shall also be a Member of the Association until its membership terminates pursuant to the provisions of Section 7.3 below.

SECTION 7.3. Voting Rights. The Association shall have the following class or classes of voting membership with the following rights:

CLASS A: The Owners of the Lots which have become Assessable Tracts shall be Class A Members and, by virtue of such membership, shall be entitled to one vote in the Association for each such Lot owned. There shall be no fractional votes. When the Owner of a Lot consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Lot.

CLASS B: Developer shall be the sole Class B Member, and by virtue of such membership, shall be entitled to the same number of votes in the Association as the aggregate votes of the Class A Members; plus one hundred (100) additional votes. The Class B Membership shall terminate at Midnight on December 31, 1979, or at the time when seventy-five percent (75%) of the Lots have become Occupied Lots, whichever occurs later; provided, however, Developer shall have the right and option to terminate the Class B Membership at any time by notifying the Association in writing of its election to so terminate its Class B Membership and provided, further, that in the event additional lands are added by Developer to the scheme of this Declaration in accordance with the provisions of Article II below, then such Class B Membership shall upon each such addition be automatically extended or reinstated, as the case may be, subject to further termination at midnight on the day following three (3) years after the date such additional lands are added to the scheme of this Declaration or at such time as seventy-five percent (75%) of the Lots (including those within all such additional lands) have become Occupied Lots, whichever occurs later.

ARTICLE VIII

Property Rights in the
Community Properties

SECTION 8.1. Members' Easements of Enjoyment. Subject to the provisions of Section 8.2 below, every Member and the members of his immediate family dwelling in the Living Unit owned by such Member, shall have a common right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every lot which has become an Assessable Tract.

SECTION 8.2. Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in Article II, and shall also be subject to the following rights of the Association (which may be exercised by the officers of the Association when so authorized by its Board of Directors):

- (a) The Association shall have the right to borrow money and, in connection therewith, to mortgage the Community Properties, or any part thereof, when authorized by a two-thirds (2/3) vote of the Members attending any annual meeting of the Association or a special meeting of the Association called for such purpose.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties and to suspend the enjoyment rights of any Member for any reasonable period of time for any infraction of such rules and regulations.
- (e) In addition to the assessments provided for herein, the Association shall have the right to charge reasonable admission and other fees for the use of any Recreational Facilities which are a part of the Community Properties, such as (but not limited to) a separate charge for the use of swimming facilities, tennis facilities or clubhouse facilities.

- (f) The Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority when authorized by a two-thirds (2/3) vote of the Members attending any annual meeting of the Association or any special meeting called for such purpose.
- (g) The Association shall have the right to rent or lease any part of the Community Properties for the operation (for profit or otherwise) of any service activity (including child care) intended to serve a substantial number of Members.
- (h) The Association shall have the right to extend the enjoyment of its recreational facilities to persons other than Members.

ARTICLE IX

Extension of Declaration
to Additional Land

SECTION 9.1. Addition of Lands to Declaration. Notwithstanding the provisions of Section 10.2, and notwithstanding any other provision of this Declaration to the contrary, and without the joinder, consent, vote or approval of the persons and parties who are then Members of the Association or Owners of Lots under this Declaration (or any other party), Developer shall have the right and option (but not the obligation or duty), at any time or from time to time between the date of this Declaration and December 31, 1980, to bring lands other than the land situated in the Subdivision within the scheme of this Declaration by executing a Supplemental Declaration which:

- (a) Expands the definition of "Subdivision Plat" herein so that it covers and includes not only the subdivision plat(s) then covered by said definition but also the recorded plat(s) of one or more additional subdivisions, expands the definition of "Subdivider" herein so that it covers and includes not only the land then covered by said definition but also all or any part of the land subdivided into numbered lots in the plat(s) of said additional subdivision(s), or expands the definition of "Lot" in Subsection 1.1(d) hereof so that it covers and includes not only the Lots then covered by said definition but also (i) the numbered lots shown on the plat(s) of said additional subdivision(s) or (ii) one or more tracts described by notes and bounds in said amendment and designated therein as residential lots.
- (b) Makes such additional Lots subject to the reservations, covenants, obligations, assessments, liens, terms and provisions set forth in

this Declaration, except that said amendment may lower or raise the height and size requirements for the Living Units on said additional Lots from those specified in Section 9.2 of this Declaration;

- (c) Grants to such additional Lots and the Owners thereof the benefits of this Declaration including the same rights of membership in the Association as are granted herein; and
- (d) Sets forth any additional restrictions which Developer wishes to impose on said additional Lots.

SECTION 9.2. Filing Supplemental Declaration. Each such Supplemental Declaration shall be executed by Developer, and if Developer is not the Owner of the additional Lots added by the Supplemental Declaration, or is not the Owner of some of such Lots, then the Supplemental Declaration shall also be executed by the Owner(s) of such of the additional Lots added by said Supplemental Declaration as are not owned by Developer. Each such Supplemental Declaration shall be effective from and after the date it is filed for record in the Office of the County Clerk of Harris County, Texas, and all rights and obligations accruing therefrom shall commence and be measured as of and from said filing date.

ARTICLE X

General Provisions

SECTION 10.1. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed and conveyance hereafter executed by Developer, its successors and assigns, conveying all or any part of the land in the Subdivision, whether or not referred to therein, and all estates and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 10.2. Amendments. This Declaration may be amended in whole or in part by an instrument in recordable form executed and acknowledged by Owners of three-fourths (3/4) of the Lots and filed for record in the Office of the County Clerk of Harris County, Texas; provided, however, that no such amendment shall be effective unless executed by Developer so long as one or more Lots are owned by Developer. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

SECTION 10.3. Duration. This Declaration shall become effective on the date hereof and shall remain in full force and effect until December 31, 2006, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless prior to the end of the initial term of this Declaration or the end of any ten (10) year extension thereof an instrument in recordable form executed by Owners of three-fourths (3/4) of the Lots has been filed for record in the Office

160-16-1672

of the County Clerk of Harris County, Texas, terminating this Declaration at the end of such initial term or at the end of any such extension (as the case may be).

SECTION 10.4. Enforcement. The terms and provisions of this Declaration shall inure to the benefit of and be enforceable by Developer, the Association and all Owners and by their respective heirs, legal representatives, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof to enjoin or restrain such violation or to recover damages for such violation and against any of the Lots to enforce the liens created by this Declaration. Failure of Developer, the Association or the Owners to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 10.5. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to such term or provision hereof which may be so invalidated.

SECTION 10.6. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals (male or female) shall in all cases be assumed as though in each case fully expressed.

SECTION 10.7. Titles. The titles of this Declaration and of the articles and sections contained herein are for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration.

SECTION 10.8. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Developer, the Association, all Owners and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Declaration is executed this the
9th day of March, 1977.

PARKHOLLOW CORPORATION

By James H. Glarville
James H. Glarville, President

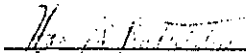
ATTEST:

Thomas G. Mabray
Thomas G. Mabray,
Assistant Secretary

100-16-1673

The undersigned, Harry I. Battelstein and Abe M. Battelstein (also known as A. M. Battelstein), the owners and holders of certain liens against the above described property, said liens being evidenced by instruments of record under File No. 8720280 and Film Code No. 152-30-0584 and under File No. 0720287 and Film Code No. 152-30-0591 in the Official Public Records of Real Property of Harris County, Texas, do hereby in all things subordinate to the foregoing Declaration the said liens and hereby confirm that we are the present owners of said liens and have not assigned the same or any part thereof.

IN TESTIMONY WHEREOF, the said Harry I. Battelstein and Abe M. Battelstein have caused these presents to be signed on this the 9th day of March, 1977.



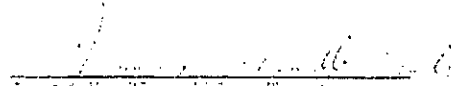
Harry I. Battelstein.



Abe M. Battelstein

The undersigned, James H. Glanville, Trustee, the owner and holder of certain liens against the above described property, said liens being evidenced by instruments of record under File No. E935984 and Film Code No. 151-20-0855 and under File No. E935985 and Film Code No. 151-20-0863 in the Official Public Records of Real Property of Harris County, Texas, does hereby in all things subordinate to the foregoing Declaration the said liens and does hereby confirm that he is the present owner of said liens and has not assigned the same or any part thereof.

IN TESTIMONY WHEREOF, the said James H. Glanville, Trustee, has caused these presents to be signed on this the 9th day of March, 1977.



James H. Glanville, Trustee

160-16-1674

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JAMES H. GLANVILLE, known to me to be the person whose name is subscribed to the foregoing instrument, as President of PARHOLLOW CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 9th day of March, 1977.

Marge Strickler
Notary Public in and for
Harris County, Texas
MARGE STRICKLER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

THIS INSTRUMENT IS NOT VALID UNLESS THE SIGNATURE OF THE UNDERSIGNED NOTARY PUBLIC IS SUBSCRIBED TO THE INSTRUMENT. ALL SIGNATURES, INCLUDING THAT OF THE UNDERSIGNED, MUST BE WRITTEN IN INK AND BE LEGIBLY IDENTIFIABLE.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared HARRY I. BATTELSTEIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of March, 1976.

Peggy J. Kneppler
Notary Public in and for
Harris County, Texas
PEGGY J. KNEPPLER
Notary Public in and for Harris County, Texas
My Commission Expires October 24, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ARNOLD M. BATTELSTEIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of March, 1976.

Peggy J. Kneppler
Notary Public in and for
Harris County, Texas
PEGGY J. KNEPPLER
Notary Public in and for Harris County, Texas
My Commission Expires October 24, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

160-16-1675

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES H. GLANVILLE, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 9th day of March, 1977.

Margie Strickler
Notary Public in and for
Harris County, Texas
MARGIE STRICKLER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977
Bonded by Alexander Leitch, Bancroft Surety Corp.

THIS INSTRUMENT, SIGNATURE AND SEAL
HEREIN IS NOT VALID UNLESS THE INSTRUMENT
IS FILED IN THE OFFICE OF THE COUNTY CLERK,
COUNTY OF HARRIS, TEXAS, AND THE
FILING DATE IS RECORDED IN THE PUBLIC
RECORDS OF THE COUNTY OF HARRIS, TEXAS.