

U497167

Country Club Oaks
Sec 17

533-39-2154

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS FOR COUNTRY CLUB OAKS SECTION 17
(A Private Residential Subdivision in Baytown
Harris County, Texas)

NOTICE TO PURCHASERS:

07/11/00 300415343 U497167

\$57.00

THE REAL PROPERTY SUBJECT TO THESE RESTRICTIVE COVENANTS IS LOCATED WITHIN A PRIVATE SUBDIVISION AS DEFINED BY CHAPTER 126 OF THE CODE OF ORDINANCES OF THE CITY OF BAYTOWN, TEXAS. THE STREETS, SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS WITHIN THE PRIVATE SUBDIVISION ARE NOT MAINTAINED BY THE CITY OF BAYTOWN, BUT BY THE ASSOCIATION WHO HAS THE DIRECT RESPONSIBILITY TO AND IS CONTROLLED BY THE PROPERTY OWNERS OF THE PROPERTY WITHIN THE PRIVATE SUBDIVISION. THE ASSOCIATION HAS THE SOLE RESPONSIBILITY TO PROVIDE FOR THE OPERATION AND MAINTENANCE OF ALL STREETS, SIDEWALKS, DRIVEWAYS, CURBS, GUTTERS, AND OTHER COMMON AREAS WITHIN THE SUBDIVISION.

FAILURE TO TIMELY COMPLETE REPAIRS OR MAINTENANCE TO STREETS, SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS WITHIN AS ORDERED BY THE CITY ENGINEER MAY RESULT IN (I) EMERGENCY SERVICES BEING WITHHELD IF EMERGENCY VEHICLES CANNOT SAFELY ACCESS THE EMERGENCY SITE AND/OR (II) THE REMOVAL OF ALL GATES INHIBITING ACCESS TO THE PUBLIC INTO THE SUBDIVISION AND THE DEDICATION OF THE PRIVATE STREETS SIDEWALKS, AND RIGHTS-OF-WAY TO THE PUBLIC WITHOUT CONSIDERATION.

ADDITIONALLY BECAUSE THE PRIVATE SUBDIVISION PREVENTS ACCESS TO THE GENERAL PUBLIC, EMERGENCY SERVICES MAY BE DELAYED IN ORDER FOR THE EMERGENCY VEHICLES TO GAIN ACCESS TO THE PRIVATE SUBDIVISION.

READ THIS DOCUMENT CAREFULLY.

AFTER RECORDING RETURN TO:

WILBANKS & GILMAN, PC
2505 Dickey Place
Houston, Texas 77019
(713) 851 4500

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2000 JUL 11 PM 1:42

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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR COUNTRY CLUB OAKS SECTION 17**

THIS DECLARATION, made as of the date hereinafter set forth by Country Club Oaks Section 17, L.P., a Texas Limited Partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the property which has been platted as COUNTRY CLUB OAKS SECTION 17, a subdivision of land in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. _____ in the Map Records of Harris County, Texas (the "Subdivision"); and

WHEREAS, it is the desire and intention of Declarant to provide a common plan as to the use, permissible construction, and common amenities of the property in such subdivision and, to this end to subject the Lots (hereinafter defined) in the Subdivision to the covenants, conditions and restrictions hereinafter set forth for the benefit of all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Lots in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Association" shall mean and refer to CCO17 Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 2. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot other than the Declarant.

SECTION 3. "Common Area" shall mean and refer to all properties, real or personal, owned, leased or used by the Association for the common use and enjoyment of the Members (hereinafter defined) of the Association, and those areas that the Association is required to maintain under the Code, including, but not limited to streets, curbs gutters, ramps, and any other such area.

SECTION 4. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 5. "Declarant" shall mean and refer to Country Club Oaks Section 17, LP, his successors or assigns provided that and assign is designated in writing by the Declarant as an assign of all, or part, of the rights of the Declarant under this Declaration.

SECTION 6. "Detention Areas" shall mean and refer to those areas within or outside of the Properties which are designed and used to hold storm water runoff from the Properties or the otherwise accommodate the drainage requirements of the Properties, whether or not such areas are owned by the Association.

SECTION 7. "Lot" shall mean and refer to any of the numbered lots shown on the plat of the Subdivision intended for the construction of a residence, excluding all reserve tracts shown on the plat, but including Lots hereafter created by a replat of any reserve tracts.

SECTION 8. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 10. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property within Country Club Oaks Section 17, the property within the Subdivision, and any additional property hereafter added to the jurisdiction of the Association as provided herein.

SECTION 11. "Street" shall refer to any private street, drive, boulevard, road, alley, lane, avenue, or thoroughfare, which are not publicly dedicated.

SECTION 12. The "Code" shall refer to the Code of Ordinances of the City of Baytown, Texas.

ARTICLE II

COUNTRY CLUB OAKS SECTION 17 ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Erwin Wilbanks, M. T. Amad and W. E. DuPlantis, each of whom shall serve until his successor is appointed as hereinafter provided. No person serving on the Committee shall be entitled to compensation from the Association for services performed, 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 services rendered to the Committee.

SECTION 2. APPOINTMENT OF MEMBERS; REMOVAL. The Declarant shall have the right to appoint all members of the Committee as well as the right to remove any member until it has sold and conveyed all of its Lots in the Properties and is no longer a Member of the Association. Prior to such date, in the event of the death, or removal or resignation of any person serving on the Committee, the Declarant, by recorded written instrument, shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee. After the date on which the Declarant has sold and conveyed all of its Lots within the Properties, the Association's Board of Directors may perform the functions of the Committee or from time to time, appoint and remove members of the Committee.

SECTION 3. POWERS OF THE COMMITTEE. No building, structure or other improvements shall be constructed on any Lot in the Subdivision, and no exterior alteration therein shall be made until the site plan and the final working plans and specifications have been submitted to and approved in writing by majority vote of the Committee as to conformity with the restrictions

herein contained and harmony of external design and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and final working plans and specifications for proposed improvements within forty-five (45) days after submission of all of such materials to the Committee, approval thereof shall be deemed to have been given; provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and shall have the right to limit the number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Properties.

The Committee shall have the right, exercisable at its sole discretion, to grant variances to certain restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Properties. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance.

The Committee may, at its discretion, grant the approval required by this Article II for one site plan and one set of plans and specifications submitted by a Builder for improvements on multiple Lots, and such approval shall be effective for each Lot on which such improvements are constructed.

SECTION 4. LIMITATION OF LIABILITY. The Committee has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The Committee has no duty to inspect any improvements; and, if the Committee should inspect any improvements, the Committee shall have no liability or obligation to any party arising out of such inspection. The Committee expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the

construction of any improvements. Notwithstanding any covenant, condition or term contained in this Declaration or provision of the By-Laws of the Association to the contrary, the Committee shall not have any liability to any Owner arising or resulting from any act or omission of the Committee taken or omitted pursuant to this Declaration or the By-Laws of the Association. Each Owner by accepting a conveyance of any Lot or of any portion of a Lot in the Subdivision conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the Committee arising or resulting from acts or omissions pursuant to the Declaration or the By-Laws of the Association.

ARTICLE III

CCO 17 HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictive covenants contained herein, and architectural control of the Lots within the Properties. The Association is also charged with the responsibility of maintaining the Common Areas, including, but not limited to the utilities, streets, sidewalks, curbs, gutters, and wheelchair ramps in accordance with Section 126-433, and 126-435 of the Code.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of Directors (the "Board") having a minimum of three (3) and a maximum of five (5) members. The Board shall manage the affairs of the Association as specified in this Declaration and the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner of a single-family residential lot within the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SECTION 4. VOTING RIGHTS. The Association shall initially have two (2) classes of membership as follows:

Class A. Class A Members shall be all persons or entities who own a Lot within the Properties with the exception of the Declarant. After the Conversion Date (as hereinafter defined), the Declarant shall become a Class A Member.

Class B. The Class B Member shall be the Declarant. The Class B membership shall cease and become converted to Class A membership on the Conversion Date.

Class A Members shall be entitled to one (1) vote for each Lot owned within the Properties and the Class B Member shall be entitled to eight (8) votes for each Lot owned within the Properties. When two or more persons or entities hold undivided interests in any Lot, all such persons or

entities shall be Class A Members, and the vote for the Lot owned by such members shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests.

SECTION 5. CONVERSION DATE. The Conversion Date shall occur on the earlier of:

- (i) The date the total number of votes of the Class A Members equals the number of votes of the Class B Member; or
- (ii) Such earlier date as may be established by Declarant in a written instrument recorded by Declarant in the Official Public Records of Real Property of Harris County, Texas.

SECTION 6. TERMINATION OF MEMBERSHIP. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

SECTION 7. LIMITATION OF LIABILITY; INDEMNIFICATION.

7.01 General. Except for intentional misconduct, no officer or Director of the Association is liable to the Association or its Members, or related parties for monetary damages for: (1) any act or omission of an officer or Director within their official capacity of (2) any act or omission on behalf of the Association within the scope of its purposes. The Association shall indemnify and keep indemnified, and hold harmless, any current or former officer or Director to the fullest extent necessary to accomplishment of the foregoing and to the fullest extent otherwise allowed by law.

7.02 THE ASSOCIATION SHALL HAVE NO DUTY TO WARN, ADVISE ANY OWNER, OR OTHER PARTY AS TO CRIMINAL CONDUCT OF ANY KIND OR AS TO ANY OTHER MATTERS RELATING TO SECURITY, PAST OR PRESENT. DECLARANT, THE ASSOCIATION OR RELATED PARTIES, HAVE NO DUTY OF ANY KIND TO WARN, OR INFORM ANY OWNERS OR THEIR RELATED PARTIES, AS TO ANY ALLEGED CRIMINAL ACTIVITIES OF ANY KIND OF ANY PERSON OR INVESTIGATION BY ANY GOVERNMENTAL AUTHORITY.

7.03 IT SHALL BE EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE OWNER OF THE SUBDIVIDED PROPERTY THAT THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES AND/OR ITS SUCCESSORS, ASSIGNS (COLLECTIVELY THE "ASSOCIATION") SHALL

DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, (COLLECTIVELY THE "CITY") HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COST AND EXPENSES, INCLUDING ATTORNEY'S FEES, FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON, THAT MAY ARISE OUT OF OR BE OCCASIONED IN ANY WAY BY THE REPAIR, MAINTENANCE OR CONDITION OF ANY UTILITY, PRIVATE STREET, SIDEWALK, STREETLIGHT, OR STREET SIGN LOCATED WITHIN THE SUBDIVISION OR THE GATES AND/OR BARRIERS RESTRICTING ACCESS TO THE PRIVATE SUBDIVISION, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY AND THE ASSOCIATION, AND/OR BY THE JOINT OR SOLE NEGLIGENCE OF THE ASSOCIATION. IT IS THE EXPRESSED INTENTION OF THE ASSOCIATION, THAT THE INDEMNITY PROVIDED FOR IN THIS SUBSECTION IS INDEMNITY BY THE ASSOCIATION TO INDEMNIFY, PROTECT AND DEFEND THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE, WITH THAT OF THE ASSOCIATION'S JOINT AND SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS SUBSECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE OR CONCURRENT NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF THE ASSOCIATION. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE PRIVATE SUBDIVISION IN ANY WAY, THE ASSOCIATION FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY, SUCH ACCEPTANCE NOT TO BE UNREASONABLY WITHHELD.

7.04 A person who sells or conveys property which is a part of this subdivision shall tender a Notice to Purchaser which includes the language of 7.03 of this Declaration, prior to execution of a binding contract of sale and purchase as addendum to the contract. At closing, a separate copy of the notice shall be executed by the seller and purchase, acknowledged, and recorded in the Official Public Records of Real Property of Harris County, Texas. This provision shall not apply to any involuntary sale, or transfer by intestate or probate proceeding.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Subdivision, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) annual assessment or charges; and
- (b) special assessments for capital improvements,

such assessment or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, late charges, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them. However, successors in title shall nonetheless acquire title to the land subject to the lien securing the assessments and charges.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments levied by the Association shall be used for carrying out the purposes of the Association as stated in its Articles of Incorporation and this Declaration. The judgment of the Board of Directors of the Association in determining the function to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith. Such funds may be used to finance all or any of the following:

- i. Operation, maintenance, repair, and improvement of the Common Area, including funding of appropriate reserves for future repair, replacement and improvement of same;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Area;

- iv. Paying the cost and fees of manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Maintaining or replacing any landscaping in the Common Area;
- vi. Designing, purchasing and installing any improvements to the Common Area and the Detention Areas;
- vii. Mowing and routine maintenance of the Common Area
- viii. Mowing and routine maintenance of the Detention Areas unless such maintenance work is performed by a municipal utility district or other governmental entity;
- ix. Removing debris from the Common Area, and the Detention Areas
- x. Repairing all areas of erosion within the Detention Areas;
- xi. Contracting for street lights in the Properties;
- xii. Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
- xiii. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
- xiv. Employing policemen or watchmen and/or a security service;
- xv. Contracting for insect and pest control such as mosquito fogging;
- xvi. Carrying out the duties of the Board of Directors of the Association; and
- xvii. Carrying out such purposes of the Association as generally benefit the Members of the Association.

As stated herein above, the Association shall not be obligated to perform all of the foregoing functions or any particular function. The judgment of the Board of Directors of the Association in establishing annual assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The maximum annual assessment for 2000 (year) was \$ 300.00 per Lot. For 2000 and for each year thereafter, the maximum annual assessment may be increased by the Board of Directors of the Association at its sole discretion, by an amount equal to a ten percent (10%) increase over the maximum assessment

for the previous year without a vote of the Members of the Association. The maximum annual assessment may be increased above ten percent (10%) by a two-thirds (2/3rds) vote of each class of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum for the applicable year.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a two-thirds (2/3rds) vote of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called or the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) of each class of the votes of the Association's membership shall constitute a quorum. If the required quorum is not present or represented, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots shall be fixed at uniform rates provided, however, there shall be no assessment against the Lots owned by the Declarant for each year that the Declarant makes a contribution to the Association equal to any financial deficit incurred by the Association for previous year.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots in the Subdivision on the date the first Lot in the Subdivision is conveyed by Declarant. If such initial conveyance occurs on a date other than January 1, the assessment for the initial year shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment. On or before the 30th day of November in each year thereafter, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether

the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance. The Association is charged with the responsibility of obtaining adequate funds to maintain the subdivision and to comply with Section 126-435 of the Code.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessment or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the rate of ten percent (10%) per annum from the due date and at its option, the Board may impose a late charge of 15% of the amount of any assessment which is not paid within one hundred and eighty (180) days after the due date. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or to foreclose the lien herein retained against the property. Interest as above specified, late charges, if applicable, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) The Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or authority and the right to grant or dedicate easements in portions of the Common Area to public or private utility companies.
- (g) The right of the Association to enter into agreements pursuant to which individuals who are not Members of the Association would be granted the right to use the Common Area and facilities located thereupon.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment of the Common Area to the members of his family, to his tenants, and to such other persons as may be permitted by the Association.

ARTICLE VI
USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial or manufacturing use shall be made of any Lot, even though such business, professional, commercial or manufacturing use by subordinate or incident to use of the premises as a residence. No structure other than one single family residence and its approved outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. The use of any Lot for duplex houses, garage apartments for rental purposes, apartment houses, or mobile homes is specifically prohibited.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats, or other household pets not to exceed two (2) in number may be kept on a Lot, provided that they are not kept, bred, maintained for any business purposes.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any property within the Subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. The Board shall have the authority to determine what constitutes a nuisance in this community.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Committee, no boat, water craft, boat trailer, boat rigging, motor home, trailer, truck larger than a one ton pick-up, bus, inoperable automobile, or camper shall be parked or kept in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or otherwise screened from public view from all Streets; provided, however, boats, boat trailers, boat riggings, motor homes, trailers, and camper may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding forty-eight (48) hours in any thirty day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of forty-eight (48) hours. No motorized or non-motorized vehicle is permitted to ever be parked or stored in the front yard of any lot, unless the vehicle is parked on the driveway in conformance with this section.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, after the initial construction of residences by the Declarant and the Builders, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 7:00 P.M.

SECTION 6. 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. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight-fitting sanitary refuse containers constructed of metal, plastic or masonry material with tight-fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. 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 current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. DISPOSAL OF HAZARDOUS SUBSTANCES. No gasoline, motor oil, paint, paint thinner pesticide or other product considered to be a contaminant or a hazardous substance under applicable federal or state laws and regulations shall be disposed of on any Lot nor shall any such material be deposited into a storm sewer, sanitary sewer manhole or drainage channel or detention pond within the Properties, but rather all such materials shall be handled and disposed of in compliance with all applicable laws and regulations and the recommendations of the manufacturer of the applicable product or a governmental entity with jurisdiction.

SECTION 8. BUILDING MATERIALS. Unless otherwise approved by the Committee, 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 at the time construction is commenced. During initial construction of residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building material be placed or stored on the Streets.

SECTION 9. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations 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.

ARTICLE VII ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence not more than two stories shall be built or permitted on each Lot. All residences shall have an attached or

detached enclosed garage. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of each single family dwelling, exclusive of porches and garages, shall be not less than 1,400 square feet for a single story and 1,800 square feet for a two story residence.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer to a Street than the minimum building setback lines shown on the plat containing such Lot and no building shall be located on any utility easement. No building shall be located nearer than five (5) feet to an interior lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of residence.

SECTION 4. TYPE OF CONSTRUCTION. A minimum of 51% of the exterior wall area of all residences below eight (8) feet and above the foundation, exclusive of doors and windows, shall be masonry or brick veneer construction, unless a variance from this restriction is specifically approved in writing by the Committee. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates wood construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

SECTION 5. TEMPORARY BUILDING. Unless otherwise approved by the Committee, temporary building or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. With the Declarant's approval, Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must be reconverted to a garage or a garage must be added to such residence.

SECTION 6. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 7. ROOF MATERIAL. Unless otherwise approved by the Committee, roofs of all residences shall be constructed so that the exposed material is asphalt or composition type shingles. The shingle must carry a documented 25 year warranty, must not be a "3-tab" construction,

and must be a wood-tone in color, or a color which is ruled by the Architectural Control Committee to be aesthetically harmonious with the community, with the color "white" to be specifically disallowed.

SECTION 8. FENCES No fence or wall shall be erected on any Lot nearer to the Street than the minimum building setback lines from the Street shown on the plat of the Subdivision. The erection of chain link fences on any Lot is prohibited. Owners shall construct and at all times maintain a minimum six (6) foot high wooden fence (or other suitable enclosure approved by the Committee) to screen from public view outside clothes lines, yard equipment, and wood piles or storage piles. Such fences shall be constructed with pickets of materials commonly known as 1x4's or 1x6's, with the pickets facing outward to the adjacent Street or Common Area.

SECTION 9. GRASS AND SHRUBBERY. The Owner of each Lot used as a residence shall spot sod or sprig the area between the front of his residence and the curb line of the abutting Street. The owner of each lot used as a residence will plant two oak trees in the front of each residence not smaller than 3 inches in diameter. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed.

SECTION 10. SIGNS. Except for one (1) sign of not more than six (6) feet square advertising a residence on a Lot for sale or rent, no signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sales of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within fifteen (15) feet of the point formed by the intersection of the building setback lines of such Lot.

SECTION 12. EXTERIOR ANTENNAE. Unless otherwise approved by the Committee, no radio or television wires or antennae, including satellite dishes, shall be placed so as to be visible to public view from the Street of the house address.

SECTION 13. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 14. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from the Street of the house address.

SECTION 15. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 16. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and resolve such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 17. MAILBOXES. A mailbox shall be constructed and maintained on each Lot (or composite building site) in the Subdivision. Each mailbox shall be constructed according to a design approved by the Architectural Control Committee. All mailboxes shall comply with any applicable federal, state and local laws.

ARTICLE VIII EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the plat of the Subdivision or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants. There is also granted to the City of Baytown, an easement for ingress and egress and access over and across any

portion of the subdivision in the performance of any official business without liability in accordance with Section 126-435 of the Code. The City of Baytown may remove any obstruction if necessary for emergency vehicle to obtain access and to assess the cost of removal to the owners of the obstruction in accordance with Section 126-435 of the Code.

SECTION 2. MAINTENANCE EASEMENT. There is reserved, for Declarant, the Association, and their respective successors and assigns, a three-foot wide construction and maintenance easement adjacent and parallel to each of the rear and side lot lines of all Lots that abut a landscape reserve, greenbelt, or Street where Declarant has constructed or intends to construct a fence within the landscape reserve or public rights-of-way, together with the right of ingress and egress for the purposes, without liability to the Owner for damages arising from the use of the easement, of constructing, repairing, and/or reconstructing the fence. The easement area shall remain unobstructed of any structures or plantings that would prohibit access to the fence for construction and maintenance purposes.

SECTION 3. UNIVERSAL EASEMENT. Each Lot and its Owner is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. The easements hereinabove referred to shall be deemed to be established upon the recording of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

SECTION 4. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system has been installed within the Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall serve all Lots in the Subdivision. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements within the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including building, patios, or other pavings, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

SECTION 5. CABLE TELEVISION. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and right-of-ways dedicated by the plat of the Subdivision containing the Lots or by separate instruments pertaining to such Subdivision. The timing of the installation of any such facilities will be determined by the cable television company and Declarant will have no control therefor.

ARTICLE IX

ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2035, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless and instrument signed by the Owners of a majority of the Lots covered by this Declaration has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. AMENDMENT.

A. By Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into

compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; or (d) for any other purpose, such as to clarify any provision, to correct clerical error, or to cure ambiguities, provided that the amendment has no material adverse effect upon the title to any Owner's property or upon any right of such Owner or the Owner so affected has consented thereto.

B. Matters Not Subject to Amendment. Any provision of the Deed restrictions which pertain to compliance with the Code shall not be subject to amendment by the Declarant or the Owners, for any reason.

C. By Owners. This Declaration may be amended at any time by an instrument executed by the owners of a majority of the Lots covered by this Declaration; provided, however Declarant must consent thereto if such amendment is to be effective prior to the date on which Declarant has sold all of its Lots within the Properties. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with the signatures of the requisite number of the Owners of the Lots within the Properties (and the signature of Declarant, if applicable).

SECTION 3. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 4. 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 5. TITLES. The titles of this Declaration of Articles and Sections contained herein are included 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 6. REPLATTING. Declarant shall have the right to replat any Lot as well as the right to subdivide any reserve tracts contained within the Properties into single family residential lots, by recorded plat or in any lawful manner. Lots created by the subdivision of a reserve tract shall be subject to these restrictions as if such Lots were originally platted as lots. The Replating of any portion of the Properties by any Owner other than the Declarant prior to the Conversion Date shall require the written consent of the Declarant.

SECTION 7. ANNEXATION.

A. By Declarant. The Declarant shall have the unilateral right, privilege, and option at any time to annex additional property to the jurisdiction of the Association by filing for record a declaration of annexation in respect to the property being annexed. Any such annexation by the Declarant or any other party, shall not require approval by the Association or the Members and shall be effective upon the filing for record of such declaration. The rights reserved by Declarant herein to annex additional land shall not be implied or construed so as to impose any obligation upon Declarant to annex additional land it owns.

B. Platting Requirements. It is further understood that in any additional platting, that all of the requirements of the Code and the City of Baytown, as then amended, must be fully complied with at the time of platting.

C. By Other Owners. Upon request by an owner of land other than the Declarant, the Association may annex real property to its jurisdiction. Any such annexation shall require the affirmative vote of Members representing a majority of the Association's votes present at a meeting duly called for such purpose and, as long as the Declarant owns any portion of the Properties, the written consent of the Declarant. Annexation of land not owned by the Declarant shall be accomplished by filing of record in the public records of Harris County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, by the owner of the property being annexed, and, as long as the Declarant owns any portion of the Properties, by the Declarant. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 7(b) and to ascertain the presence of a quorum at such meeting.

D. Effect of Annexation. The Owners of Lots in property annexed into the jurisdiction of the Association shall be entitled to the use and benefit of all Common Area of the Association, provided that the annexed property shall be impressed with and subject to an annual maintenance assessment imposed by the Association on a uniform, per Lot basis with the annual assessment on all other property within the jurisdiction of the Association.

SECTION 8. MERGER; DISSOLUTION. The Association may be merged with another non-profit corporation or dissolved only with (i) the assent given in writing by not less than two-thirds (2/3's) of the Class A Members and (ii) the Declarant, as long as the Declarant owns any single family residential lots within the Properties. In the event of a merger of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations must be transferred to the surviving association, or alternatively, the properties, rights and obligations of the other association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one

scheme. In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. AT SUCH DISSOLUTION, THE STREETS WILL BE DEDICATED TO THE CITY IN ACCORDANCE WITH THE PROVISIONS OF THE CODE.

SECTION 9. DECLARANT'S RIGHTS. Until the date it has sold and conveyed all of its single family residential lots within the Properties, the Declarant shall have the right to appoint all members of the Committee as well as the right to remove any member thereof and the right to amend this Declaration as specified hereinabove. In addition, the following actions shall require the approval of the Declarant prior to such date:

- (i) the annexation of property not owned by the Declarant to the scheme of this Declaration and the jurisdiction of the Association; and
- (ii) the dissolution of the Association or the merger of the Association with another non-profit corporation; and
- (iii) an amendment of this Declaration or the Articles of Incorporation or By-Laws of the Association.

SECTION 10. MISCELLANEOUS PROVISIONS. Further, it is a requirement that the sidewalks remain unobstructed in accordance with Section 126-433 (b) of the Code. The Association will maintain wheelchair ramps owned by the Association according to Section 126-433 of the Code. The water, sanitary sewer, and storm sewer systems are dedicated to the public as required in Section 126-433 of the Code. The Association will maintain the common area with the funds collected by provisions of these restrictions, and such maintenance will be according to the requirements and maintenance standards set forth in the Code. In the event a barrier is removed by the City in the performance of its official duties, the expense of such removal and/or replacement will be the expense of the Association. In the event the gates are removed in accordance with Section 126-438 of the Code, the streets will be brought up to Code at the expense of the Association. In the event the private streets, sidewalks, or access to the same fail to comply with the Code, the streets will be converted to public streets, without additional consideration at the sole option of the City.

IN WITNESS WHEREOF, this Declaration is executed this 11th day of July, 2000.

COUNTRY CLUB OAKS SECTION 17, L.P.

AAHS, LLC.

By: *Samuel Smith*
Samuel Smith
Manager

Its: General Partner _____

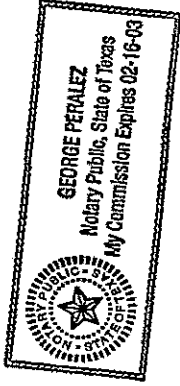
THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 7 - 11, 2000 by,

ERWIN WILBANKS, Manager of AAHS, General Partner for Country Club Oaks Section 17, JCR
LP, a Texas limited partnership

(SEAL)



George Peralez
Notary Public in and for
The State of Texas

2-16-2003
My commission expires:

Return recorded document to:

ERWIN WILBANKS
2505 DICKEY PLACE
HOUSTON, TEXAS 77019

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REFIN, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS } hereby certifies that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUL 11 2000



Beulah S. Koffman
COUNTY CLERK
HARRIS COUNTY TEXAS