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DECLARATION

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OF

COVENANTS,

CONDITIONS

AND

RESTRICTIONS

FOR

BRIDLE OAK ESTATES

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518-12-0424

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BRIDLE OAK ESTATES**

STATE OF TEXAS
COUNTY OF HARRIS

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THIS DECLARATION, made on the date hereinafter set forth by H & B Development Corporation, a Texas corporation, its successors and assigns, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land containing 99.0877 acres, more or less, out of the Jacob Duckworth Survey, Abstract 227, and the George Haig Survey, also known as the J. P. Douglas Survey, Abstract 338, Harris County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes by reference, which tract of land has been heretofore subdivided into that certain subdivision known as Bridle Oak Estates, an unrecorded subdivision in Harris County, Texas, and

WHEREAS, it is the desire and intent of Declarant that said Bridle Oak Estates, except those portions thereof designated as easements and open space on the Plat be developed into single family residences, said Bridle Oak Estates being hereinafter referred to as the "Property"; and

WHEREAS, Declarant desires to hold, sell and convey the Property, subject to the following additional covenants, restrictions, reservations, and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of lots within the Property.

NOW, THEREFORE, Declarant hereby adopts the following covenants, conditions and restrictions which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and which shall be applicable to the lots within said Property and shall run with the land and shall bind all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

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**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Review Committee" shall mean and refer to the architectural review committee created pursuant to this Declaration of Covenants, Conditions and Restrictions for Bridle Oak Estates which shall have jurisdiction over the Property.

Section 2. "Association" shall mean and refer to the Bridle Oak Estates Property Owners Association, Inc., a non-profit corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 3. "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bridle Park" shall mean and refer to that certain tract of land lying north of Little Cypress Creek and being more particularly described in Exhibit "B" attached hereto.

Section 5. "Common Areas" shall mean and refer the Common Open Area, the Bridle Park, and the Private Streets, as hereinafter defined.

Section 6. "Common Open Area" shall mean and refer to all real property owned and maintained by the Association for common use and enjoyment of the Owners and others as may be hereinafter conveyed to the Association by the Declarant.

Section 7. "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 8. "Conveyance" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 9. "Declarant" shall mean H & B Development Corporation, a Texas corporation, their successors and assigns.

Section 10. "Easements" shall mean and refer to the various utility or other easements of record and such other easements as are created or referred to in this Declaration.

Section 11. "Lot" shall mean and refer both to each parcel of land conveyed to an Owner upon which there has been or will be constructed a single-family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any portion of the Common Areas. A Lot shall consist of not less than five (5) acres of land.

Section 12. "Member" shall mean and refer to each person or entity who owns a Lot.

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Section 13. "Owner" shall mean and refer to the record owner (other than Declarant or a Builder), whether one or more persons or entities, of the fee simple title to the surface estate in any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Private Streets" shall mean and refer to all real property shown and designated as "private street" or "private drive" by an easement for that purpose created herein by Declarant, specifically including that private street known as "Bridle Oak Drive".

Section 15. "Property" shall mean and refer to that certain real property hereinabove described.

Section 16. "Residence" shall mean and refer to the single family residence constructed on a Lot.

ARTICLE II RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

Section 1. **Declarant's Reservation.** It is expressly agreed and understood that the title conveyed by Declarant to any Lot within the Property by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadway or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, audio, video, security or communication facility or system or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto constructed by or under Declarant or its agents through, along or upon the Property or any part thereof to serve said Property, and the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in the Association.

Section 2. **Reservation of Minerals.** The Property is hereby subjected to the following reservation and exception: Declarant hereby reserves unto itself and its successors, assigns and predecessors in title in accordance with their respective interests of record all oil, gas and other minerals in, on and under said land, but Declarant hereby waives the right to use the surface of the Property for exploring, drilling for, producing and mining oil, gas and other minerals, provided that Declarant hereby retains and reserves the right to pool the Property with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the Property below the depth of one hundred feet (100') by means of wells located on the surface of the land outside the Property. Such exceptions, retained rights and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their respective interests of record.

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ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right to an easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to grant or dedicate easements in, on, under or above the Common Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property or any part thereof;
- (b) the right of the Association to limit the number of guests of Owners who may use the Common Areas;
- (c) the right of the Association to (i) suspend the voting rights and (ii) suspend the right to use of the Common Areas by an Owner for any period during which assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

Section 2. Delegation of Use. Subject to the limitations set forth in Section 1 above, any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and recreational facilities located thereon to the members of his family, his tenants, or contract purchasers who reside on his Lot.

Section 3. Waiver of Use. No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release a Lot owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas thereon or by abandonment.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each person or entity who is a record Owner of a Lot within the Property which is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest

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in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned by Declarant for as long as Declarant owns any Lot.

Section 3. Meetings. The members of the Association shall elect members of the Board of Directors and vote on such other matters as may be presented by the Board of Directors at annual meetings established by the By-Laws of the Association. Special meetings of the membership may be called in accordance with the By-Laws of the Association. The Board of Directors shall govern the affairs of the Association. The members of the Association may vote in person or by proxy and, if by proxy, in accordance with the By-Laws and regulations adopted by the Association governing proxies.

Section 4. By-Laws. The affairs of the Association shall be regulated by the By-Laws of the Association. The By-Laws of the Association shall be adopted by the Declarant and thereafter may be amended only by the vote of a majority of the members voting at a duly called meeting of the membership following thirty (30) days prior notice setting forth the proposed change to the By-Laws in writing.

Section 5. Voting. For the purpose of determining whether any percentage of the members is attained in any action taken by the membership, each Lot shall be counted separately, regardless of whether one or more Lots may be owned and voted by the same person or entity.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot owned within the Property, hereby covenants, and the Owner of any improved Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association;

- (a) annual assessments or charges;
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and
- (c) all costs, including but not limited to attorneys fees, in connection with the enforcement of any provision of this Declaration.

The regular and special assessments and costs of enforcement, together with interest, penalties, costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a prior and continuing lien upon the Lot and upon any and all rents, profits and proceeds arising from the rental or sale of the

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Lot against which each such assessment is made. Each such assessment, together with interest, penalty, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due.

Section 2. Assignment of Rents, Profits and Proceeds. The Declarant, for each Lot within the Property, hereby assigns, and the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to assign to the Association all rents, profits and proceeds from each Lot for the payment of any and all regular and special assessments and costs of enforcement, together with interest, penalties, costs, and reasonable attorney's fees, whether current or delinquent. This assignment is a present, absolute and unconditional assignment which may be enforced by the Association, without the necessity of any legal proceeding, by demanding and receiving payment from any person or entity who or which may owe the same for the use of any Lot at any time when the regular and special assessments and costs of enforcement, together with interest, penalties, costs, and reasonable attorney's fees become or remain due and unpaid.

Section 3. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Members of the Association and for the improvement and maintenance of the Common Areas, or for the payment to or reimbursement of other private parties or governmental entities for the furnishing of such services to the Association.

Section 4. Maximum Annual Assessment.

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred and no/100 Dollars (\$500.00).
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors each year by the greater of the increase in the Consumer Price Index for the year involved or ten percent (10%).
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner the Maximum annual assessment may be increased above the limitation contained in Paragraph (b) above by a vote of two-thirds (2/3) of the Members present, in person or by proxy, at any annual meeting or at a special meeting duly called for this purpose.
- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum allowed each year.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying in whole

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or in part, (i) the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Areas, including fixtures and personal property related thereto, or (ii) the cost of any service provided to the Association, provided that any such special assessment shall have the assent of $\frac{2}{3}$ of the votes in the Association, in person or by proxy, at any annual meeting or at a special meeting duly called for this purpose.

Section 6. Rate of Assessment. Each Lot shall commence to bear their applicable assessments when conveyed by the Declarant to an Owner. Lots which are owned by Declarant shall be assessed only in the event and then only to the full extent that assessments to be paid at the maximum amount allowed by Owners of Lots owned by other than Declarant are not sufficient to meet the operating budget of the Association.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment on a specified Lot have been paid and, if not, the amount due.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum non-usurious interest rate as then may be permitted under the applicable law in the State of Texas. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot, and interest, costs of collection, and reasonable attorney's fees for any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of title to a Lot, 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 charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure of the defaulting Owner's Lot. The foreclosure of the lien may be instituted in the name of the Association, at the exclusive election of the Board, either judicially or non-judicially. Any non-judicial foreclosure sale shall be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as herein set forth. The Declarant does hereby and each Owner, by accepting title to a Lot in Bridle Oak Estates expressly grant to the Association, and its Trustee, R. Charles Stiles, and each successor trustee, as hereinafter provided, hereinafter referred to as "Trustee" a power of sale in connection with the continuing lien created and imposed by this Article IV. The lien provided for in this Article IV shall be in favor of the Association acting on behalf of the Lot Owners and the Association shall have the power to bid at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

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Section 9. Trustee's Sale. It shall, at any time while any part of said assessment, interest, costs or attorneys fees remains unpaid, be the duty of the Trustee at the request of the Board of Directors of the Association to enforce this trust, exercise the power of sale herein granted and to sell the Lot(s) of any Owner(s) who have failed to pay to the Association any sum secured by the continuing lien imposed and created by this Article IV, by any method now or hereafter provided by law for foreclosing the liens imposed by this Declaration, including without limitation, all rights and remedies provided under Section 51.002 of the Texas Property Code or any amendment or recodification of the same or any successor law or statute, whether state or federal, which supersedes or replaces all or any part of the laws of the State of Texas relating to or governing the foreclosure of liens under a deed of trust or any other instrument granting a non-judicial power of sale. The Trustee shall convey to the purchaser or purchasers, with general warranty on behalf of the Owner(s) of the Lot(s) so sold, and the title to such purchaser or purchasers when so made by Trustee, the said Owner(s) hereby bind themselves, their heirs, executors and administrators to warrant and forever defend. The Association may purchase at any Trustee's sale. A credit upon all or any part of the assessments and other charges owed shall be deemed cash paid for the purpose of this paragraph. With the proceeds arising from such sale or sales, the Trustee shall first pay all expenses of advertising, sale and conveyance, including a commission of 5% of the gross proceeds of such sale or sales to the Trustee acting, and shall next apply such proceeds toward the payment of the assessments, interest, costs and attorney's fees, and the remaining balance if any, shall be paid to the Owner(s) of the Lot sold, their heirs and assigns. The right and power of sale hereunder shall not be exhausted by one or any sale, but so long as any of said indebtedness remains unpaid, the Trustee or Substitute Trustee may make other and successive sales.

Section 10. Substitution of Trustee. The Association should elect at any time (with or without cause) to remove the Trustee then acting, a successor and substitute may be named, constituted and appointed by the Board of Directors of the Association without further formality than an appointment and designation in writing, signed by an officer of the Association, which appointment and designation shall be full evidence of the right and authority to make the same and all of all the facts therein recited, and this conveyance shall vest in the Successor or Substitute Trustee, the title powers and duties conferred on the Trustee named herein and the conveyance by the Successor or Substitute Trustee to the purchaser shall be equally valid and effective. Such right to appoint a Successor or Substitute Trustee shall exist as often as the Association may elect and whenever the Trustee, original or substitute, cannot or will not act or has been removed.

Section 11. Validity of Acts. The Declarant does hereby and each Owner, by accepting title to a Lot in Bridle Oak Estates specifically covenant and stipulate that the recitals in the conveyance made to the purchaser, either by the Trustee or any Successor or Substitute Trustee, shall be full proof and evidence of the matters therein stated, that no other proof shall be requisite of the request by the holder of said indebtedness on the Trustee to enforce this trust, or of the advertisement or sale, or any particulars thereof, or of the inability, refusal or failure of the Trustee, or Substitute Trustee to act, or of the removal of the Trustee, or the appointment of a Substitute Trustee, as herein provided either as to the legality of his appointment or otherwise, or of the contingencies which brought about the failure or inability of the Trustee to act, or of the Trustee's removal, as the case may be, that all prerequisites of said sale shall be

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presumed to have been performed, and that the sale made under the powers herein granted shall be a perpetual bar against the Owner(s) of the Lot(s) sold, their heirs, and assigns.

Section 12. Possession of Foreclosed Lot. The Declarant does hereby and each Owner, by accepting title to a Lot in Bridle Oak Estates, specifically agree that after any sale under this Deed of Trust they or their heirs or assigns shall be mere tenants at sufferance of the purchaser of said property at said sale, and that such purchaser shall be entitled to immediate possession thereof, and that if the Owner(s) of the Lot(s) sold fail to vacate the premises immediately, such purchaser may and shall have the right to go into any justice court having venue or in any other court hereafter having jurisdiction of forcible detainer or eviction actions and file an action for possession of the Lot(s) sold, which action shall lie against Owner(s) thereof or their heirs or assigns or any persons claiming under said Owner(s) as tenants at sufferance. This remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise.

Section 13. No Election. The filing of a suit to collect any sums due hereunder or to foreclose any lien, mortgage or security interest created hereunder, either on any matured portions of the indebtedness or for the whole indebtedness, shall never be considered an election so as to preclude foreclosure under powers of sale herein contained after a final judgment on the debt or the dismissal of the suit for foreclosure.

Section 14. Subordination of the Lien to Mortgage. The lien and assignment for the payment of the assessments provided for herein shall be subordinate to the liens securing any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien for assessments which became due prior to such sale or transfer. No sale or transfer shall relieve any Lot from liability of any assessments which thereafter become due or from the lien securing the payment thereof.

ARTICLE VI ARCHITECTURAL REVIEW

Section 1. Architectural Approval. Declarant hereby reserves and retains the right of architectural review to itself or its assignee as hereinafter provided.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration to such structure or the color thereof (including, without limitation, grading plans, landscaping, reroofing materials, patio covers and trellises, plans for off-street parking of vehicles and utility layout) be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Committee, or its designated representative, fails to approve or disapprove

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such design and location within forty-five (45) days after said plans and specifications have been submitted to it, the Committee shall be deemed to have disapproved such design. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or the Owner's authorized agent. The Architectural Review Committee shall have the right to require any Owner to remove or alter any structure, planting, modification or repair which has not received approval or is built or installed other than according to the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity. Approval of plans as complying with the applicable minimum construction standards adopted and promulgated from time to time for the Property by Declarant or its assignee, shall be only for such purposes and shall not serve as approval for any other purpose. Declarant hereby reserves and retains the right at its option to assign its rights hereinabove set forth to an architectural review committee appointed by the Board of Directors of the Association. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing and acknowledged by the proper offices of Declarant and placed of record in the appropriate records of the County clerk of Harris County, Texas and shall be effective from and after the date said instrument is recorded.

Section 2. No Liability. Neither Declarant, the Association, its Board of Directors, or the Architectural Review Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees that no action or suit for damage will be brought against Declarant, the Association, its Board of Directors, the Architectural Review Committee, or any of the members thereof.

Section 3. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of two (2) years from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article VI unless actual notice of such noncompliance or noncompletion, executed by the Architectural Review Committee, or its designated representative, shall appear of record in the office of the County Clerk of Harris County, Texas, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 4. Rules and Regulations. The Architectural Review Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VI.

Section 5. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Review Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee pursuant

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to this Article VI, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

Section 6. Initial Members. Declarant hereby appoints and designates Mark B. Bonning, Tamara Bonning and William T. Hargrave as the initial members of the Architectural Review Committee to serve until their successors are appointed. Declarant or its assignee may appoint, remove or reappoint such members of the Association as it may from time to time elect.

ARTICLE VII DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) own, maintain and otherwise manage the Common Areas, the Pedestrian and Equestrian Easements, and all facilities, improvements and landscaping thereon; provided however, the Owner(s) on whose property detention and detention outflow systems are located will be responsible for landscaping, mowing and generally maintaining the appearance of the detention and detention outflow areas, but the Association will maintain the integrity and hydrology of the detention and detention outflow systems;
- (b) pay any real and personal property taxes and other charges assessed against the Common Areas;
- (c) have the authority to obtain, for the benefit of the Common Areas, all services and utilities needed for their use and enjoyment by the Members;
- (d) grant easements where necessary for utilities, security communications, telecommunications, drainage facilities over the Common Areas to serve the Common Areas and the Lots;
- (e) maintain such policy or policies of insurance as the Board of Directors may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members;
- (f) have the authority to contract with a management company for the performance of maintenance and repair of the facilities, improvements and landscaping in the Common Areas and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of one (1) year, except with the approval of a majority of the Members entitled to vote. Any such management agreement shall provide that it will be terminable by the Association without a termination fee for cause upon

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thirty (30) days' written notice or without cause by either party upon ninety (90) days' written notice.

- (g) have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors;
- (h) have the duty to establish and maintain a capital improvements reserve fund in an amount sufficient to provide for the repair and replacement of the private streets, street lighting, entry gates, entry markers, storm water detention and drainage facilities, in amounts determined from time to time to be adequate for such purposes by the Board of Directors;
- (i) have the power to provide for the removal of household trash or garbage in accordance with prevailing environmental regulations, provided that, the cost of removal of household trash and garbage from each Lot shall be paid to the Association by the Owner of each Lot upon demand, which costs shall become a part of and enforced in the same manner as the assessments against the each Lot provided in Article V of this Declaration;
- (k) have the power to adopt regulations governing the preparation, placement and removal of all trash, garbage, tree and brush trimmings and animal wastes on and from each Lot;
- (l) have a duty to landscape and maintain the landscaping within the Common Areas.

Section 2. Bridle Park. The Bridle Park shall be used exclusively for the benefit of the members as a private equestrian park for the purposes of riding horses. The Association shall construct and maintain such fences, gates, paths, bridges and other facilities as may be necessary or desirable for the use of the Bridle Park by the members and guests of members, provided that guests must at all times be accompanied by a member for riding horses. The Association, acting through its Board of Directors, is authorized to, from time to time, adopt such rules and regulations as it may deem advisable for the use of the Bridle Park and to adopt measures to assure compliance with its rules and regulations, including, but not limited to, fines and suspension of the privilege to use the Bridle Park for members who fail to abide by the rule and regulations governing its use. No animals of any kind shall be maintained in the Bridle Park, except that during the time when Declarant or any officer or shareholder of Declarant owns a portion of the Property, the Declarant or any officer or shareholder of Declarant may keep not more than six (6) cows in the Bridle Park. Each Owner, each Owner's family, and each Owner's guests and invitees, by accepting this Declaration and/or by using the Bridle Park, each individually agrees to release and waive all claims or causes of action arising out of said individual's use of the Bridle Park, and to indemnify and hold the Association harmless from any claim or cause of action arising from or related to the use of the Bridle Park by each said individual or any of them.

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**ARTICLE VIII
EASEMENTS**

Section 1. Utility and Drainage Easements. Whenever electricity or telephone lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon land owned by the Association or others than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or parcel of land within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Easements for drainage are also reserved along each side of the Private Streets and in the storm water detention area located immediately south of Little Cypress Creek. Drainage easements and the storm water detention area shall be maintained by the Owner to assure that all grass, weeds and brush are mowed and removed to keep the areas in good condition. The Association will maintain the hydrology of all drainage structures on the Property, including but not limited to the drainage ditches and the storm water detention area.

Section 2. Reservation of Easements. Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer the same.

Section 3. Underground Electrical Service. Each Owner shall be responsible for installing and maintaining underground electrical service on each Lot. An overhead electric distribution system will be installed in Bridle Oak Estates in easements provided for that purpose. The electrical distribution system shall consist of overhead primary and secondary feeder circuits constructed on wood or steel poles, single or three phase, pad or pole mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make electrical service available to each Lot. The Owner of each Lot shall, at the Owner's own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure or structures 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.

Easements for the electric service may be crossed by driveways, walkways, and patio areas. Such easements for the electric service shall be kept clear of all buildings and neither Declarant nor utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

Section 4. Private Streets and Driveways. All Lots shall have access to a Private Street and/or private drive. Private Street and/or private drive rights-of-way are described in Exhibit "C" attached

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hereto and incorporated herein for all purposes by reference. Declarant for each Owner and each Owner by accepted a deed to a Lot grants to the Owner of each other Lot (i) an easement for access purposes over and across any portion of any Lot which is within a Private Street and (ii) an easement for access purposes over and across any portion of any Lot which lies between an extension of the northerly and southerly boundary lines of a Lot and the adjacent westerly edge of a Private Street. This easement of access is appurtenant to the ownership of each Lot and runs with the land. The easement of access created by this Section is exclusively for the use and benefit of the Owners, their families, and invitees and shall not be construed to be a public easement or dedication for any purposes. A speed limit of thirty (30) miles per hour is established for each Private Street. Declarant reserves the right to connect additional Private Streets to the existing Private Street for the purpose of providing access for additional Lots annexed to the Association pursuant to the provisions of Article X, Section 4 hereof. The Owners of the additional Lots annexed shall have the same easements and rights of way for access as all other Owners.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles, including but not limited to service vehicles for the installation, repair, maintenance, meter reading, or other activities in connection with the furnishing of electrical, gas, telephone, security, telecommunication, or audio and video services serving any Lot, to enter upon the Common Areas, including but not limited to Private Streets, in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, contractors and management personnel to enter the Common Areas to render any service.

Section 6. Pedestrian and Equestrian Easements. A permanent and exclusive easement is hereby granted to all Members over and along a strip of land fourteen feet (14') wide along the east property line of Bridle Oak Estates from the northerly termination of the Private Street and extending across Little Cypress Creek, for the exclusive use of the Members, their families and guests for the limited purpose of pedestrian and equestrian traffic to and from the Bridle Park. No fence, wall, hedge or other barrier shall be erected or permitted to remain within the pedestrian and equestrian easements created by this Section.

Section 7. Connective Strips. Each Lot which does not abut a public road has, as part of its description, a strip of and twenty feet (20') wide (the "Connective Strip") connecting such Lot to a public road. To the extent that any such Connective Strip is not contained wholly within a Private Street or other Common Area and lies within the easterly extension of the north and south property lines of any other Lot (the "Abutting Lot"), the Owner of the Abutting Lot shall have an exclusive and perpetual easement of full use and enjoyment of that part of any Connective Strip which lies between the Abutting Lot and the Private Street and between the easterly extensions of the north and south lot lines of the Abutting Lot.

Section 8. Landscape Easements. The Association shall have a permanent landscape easement along and over a strip of land twenty feet (20') in width adjoining and immediately north of the right of way of Schiel Road for the maintenance of an attractively landscaped entrance to the Property, together

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with appurtenant easements for utility lines to the landscape easement. The Association will also have a temporary landscape easement along the west side of Bridle Oak Drive for a distance of 2,000 feet north of the north line of the right of way for Schiel Road for planting and watering trees until the same are established. The Association will be responsible for the installation and maintenance of all utility lines for maintaining the landscape easements and the cost of the utilities furnished. When the trees are deemed by the Association to be sufficiently established to no longer require irrigation, the Association may cease maintenance of the temporary landscape easement and notify the Owners affected that full responsibility for such areas has reverted to said Owners.

ARTICLE IX RESTRICTIONS OF USE

Section 1. Residence Construction. No buildings shall be erected, altered or permitted to remain on any Lot other than one detached single-family Residence and attendant barns and outbuildings not to exceed two (2) stories in height. Each such Residence shall have a private garage for not less than two (2) cars, which shall not be used for residential purposes, and which shall be connected to a Private Street by a driveway. Not more than one (1) residential structure shall be placed on a Lot. During construction on any Lot the Owner shall be responsible for assuring that all contractors and subcontractors (i) abide by the construction guidelines adopted by the Architectural Review Committee, (ii) provide a hard surface on each lot for the storage and operation of equipment and vehicles, (iii) provide a location off the Private Streets for unloading equipment and materials, and (iv) remove all construction materials and debris from the Lot at completion of the construction, including brush and trees cleared from the building site, and remove daily all dirt, mud and other materials deposited during construction from the Private Streets. All initial construction, including the Residence, outbuildings, and the driveway must be complete with two (2) years following the date of the conveyance of the Lot by the Declarant to an Owner.

Section 2. Location of Buildings. No building shall be placed or maintained on any Lot nearer the front of the Lot or the side or rear property lines of the Lot than the building set back lines established as follows:

- (a) three hundred feet (300') from the rear property line of each Lot;
- (b) one hundred feet (100') from the side property line of each Lot ;
- (c) outbuildings, which shall include all types of accessory buildings and structures on the Lot, with the exception of one (1) garage for not less than two (2) cars shall be located to the rear of a line three hundred feet (300') but not less than fifty feet (50') from the rear property line of each Lot, and not less than seventy feet (70') from the side property lines of each Lot, and in any event to the rear of the front of the Residence;

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- (d) each Residence shall have one (1) garage for not less than two (2) cars for the storage of automobiles and other transportation vehicles which garage may be attached to or separate from the Residence and which garage shall in either event be located on the same line with or to the rear of the front of the Residence and shall open to the rear or side of the Lot only;
- (e) the Residence shall be located not nearer than two hundred feet (200') from the rear property line of each lot.

For the purposes of this Declaration, eaves, steps, unroofed porches and roof overhangs shall not be considered in any measurement made for the purpose of determining building placement. For the purposes of this Declaration, the front of each Lot, which shall include the easement area set forth in Section 7 of Article VIII above, subject to the other easements also contained in said Article VIII, shall coincide with and be the east boundary line of the Subdivision, and the rear of each Lot shall be the west property line. Each Residence will face and have its primary entrance opening toward the front of the Lot. Driveway access to each Lot will be from the Private Street only; no gate, opening or access of any kind shall be permitted to any Lot from any other property except by the Private Street. The Architectural Review Committee shall be empowered to grant exceptions for minor variances in the placement of any building on a Lot.

Section 3. Consolidated Building Sites. More than one (1) Lot may be combined into a single building site. Permitted consolidations or combinations of Lots include (i) where two (2) or more Lots are combined by an Owner into a single building site for one (1) Residence and related outbuildings and (ii) where a portion of a Lot is combined with each of the two (2) adjoining Lots. No division of any Lot or building site within the Property shall be permitted which will result in a tract of land which contains less than five (5) acres. In the event of the consolidation of Lots or portions of Lots, the Owner's obligation for assessments, as provided in Article V, shall be prorated according to the number of lots or fraction thereof contained in the consolidated building site. The location of buildings, as provided in this Article IX, Section 2 above, shall apply to the property lines of a combined building site which consists of more than one (1) Lots, without regard to the original Lot lines; provided however, any subsequent division of a consolidated building site must conform to the original Lot lines.

Section 4. Prohibition of Offensive or Commercial Use. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment by each Owner of such Owner's Residence or which shall degrade property values or detract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done outside of an outbuilding. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the foregoing prohibition against commercial activities, each Owner may maintain a home office in the Residence or an outbuilding for conducting professional or managerial activities, provided that such activities do not include bringing clients, patients, customers, or business invitees to the Property on a regular basis.

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Section 5. Minimum Square Footage. The living area of the Residence shall not be less than 3,000 square feet for a one-story dwelling nor less than 3,400 square feet for a two-story structure. No more than one building for dwelling purposes shall be built on any one Lot.

The Architectural Review Committee or its assignee, at its sole discretion, is hereby permitted to approve deviations in the building area and location in instances where, in its judgment, such deviation will result in a more common beneficial use.

Section 6. Construction Materials. The Residence shall be constructed so that the exterior walls are of not less than seventy percent (70%) brick, stone or stucco, and in no event of more than thirty percent (30%) wood, plastic or composition siding. No metal siding shall be permitted on any Residence. The roof of a Residence shall be constructed or covered with aluminum, rust resistant steel, copper, slate, concrete, asphalt, fiberglass, or composition type shingles or tiles meeting the standards adopted by the Architectural Review Committee. The driveway leading to the garage from a Private Street shall be constructed of concrete, asphalt, patterned concrete, brick, stone or such similar materials as the Architectural Review Committee may approve, provided however that no driveway shall be constructed of dirt, clay, gravel, or crushed stone. The Architectural Review Committee shall have the authority to designate appropriate materials for driveways located entirely within a Lot and to the rear of the Residence which serve outbuildings situated on the Lot in compliance with Section 2 of this Article IX. A concrete culvert shall be constructed and maintained where each driveway crosses the drainage ditch beside a Private Street. The size of the culvert will depend on the distance from the existing Schiel Road that the culvert is constructed. All culverts lying not more than 2,400 feet north of the existing Schiel Road must have a minimum diameter of eighteen inches (18"); all culverts lying more than 2,400 feet, but less than 3,400 feet north of the existing Schiel Road must have a minimum diameter of thirty inches (30"); all culverts lying more than 3,400 feet north of the existing Schiel Road must have a minimum diameter of forty-two inches (42").

Section 7. Street and Lot Lighting. In addition to any other lighting installed on each Lot the Owner shall erect and maintain on each Lot at least two (2) post lights having a design and light source approved by the Architectural Review Committee. On all Lots, two (2) post lights shall be located in front of the Residence, one (1) on either side of each driveway entrance to the Lot, not more forty feet (40') apart, and at a point which is forty feet (40') from the edge of the pavement of the Private Street in front of the Residence. On corner Lots, a third post light shall be erected and maintained forty feet (40') from the edge of pavement of the Private Street along the side of the Residence at a point within ten feet (10') of the mid-point of the side property line of the Lot. Additional exterior lighting on any Lot shall be subject to the approval of the Architectural Review Committee.

Section 8. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the Property except one sign for each Lot of not more than twenty-four (24) inches by thirty-four (34) inches for the purpose of advertising the Residence located thereon for sale or rent. The Association shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of this

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Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 9. Temporary Structures. No structure of a temporary character, trailer, tent, shack, shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time, either temporarily or permanently. Outbuildings or structures, whether temporary or permanent, used for accessory storage or other purposes must be approved by the Architectural Review Committee or its assignee.

Section 10. Animal Husbandry. Dogs, cats, and other usual and ordinary household pets may be kept in any Residence, provided they are not kept, bred, or maintained for any commercial purpose. Horses may be maintained on each Lot, not to exceed one (1) horse for each acre of land contained in the Lot, and provided that the Owner has constructed appropriate facilities to house and maintain said horses on the Lot. No cattle, swine, goats, sheep or fowl or large birds, other than ducks and geese which cannot exceed six (6) ducks and/or geese, may be maintained on any Lot. No exotic animals of any kind may be permitted on any Lot. Notwithstanding the foregoing, no animals or fowl may be kept on a Lot which result in any annoyance or are obnoxious to residents of the Property. No animals shall be permitted outside of any Lot except under the control of the Owner of a member of the Owner's family. Dogs must be confined to the Owner's Lot by adequate fences or electric or electronic controls. The Board may approve temporary variances to permit animals to be kept for an FFA project.

Section 11. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, camp rigs, off truck, or boat rigging shall be parked or stored permanently or semi-permanently on or beside any driveway in front of the Residence or on or beside any adjoining Private Street within the Property. No recreational vehicle and no truck having more than two (2) axles or a rated cargo capacity of more than one (1) ton shall be parked or stored on any Lot unless it is not less than one hundred fifty feet (150') from the nearest Private Street and screened from view from the street, except vehicles may be parked near the Residence or an outbuilding for periods not to exceed eight (8) hours during any seven (7) day period for loading, delivering and moving. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for twenty-four (24) or more consecutive hours.

Section 12. Walls, Fences and Hedges. All Lots shall be fenced in accordance with specifications therefor established by the Architectural Review Committee. Each Owner shall construct and maintain a fence along a line which is twenty feet (20') to the west of the westerly edge of the pavement of the Private Street, which fence shall be a three (3) slat ranch rail fence, with white vinyl rails. It is the express intent of this Section, that the fences along the Private Street present a pleasant and uniform aspect. The fences along the Private Street shall be constructed to give a continuous appearance with no gaps or offsets from one Lot to the adjoining Lots. In place of posts, fences may have columns constructed of brick, stone or stucco, provided that the material and design are harmonious with the Residence on the Lot. No wall, fence, planter or hedge shall be erected or maintained nearer than fifty feet (50') to a side property line which adjoins a Private Street. No wall, fence, planter or hedge shall be

erected or maintained on or across any part of any Pedestrian and Equestrian Easement as set forth in Section 6 of Article VIII. The Architectural Review Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations in height, location and construction materials related to fences and walls which in its judgment will result in a more beneficial use. Any wall, fence or hedge erected as protective screening on a Lot by Declarant, its agents or assigns, shall pass ownership with title to the Lot and it shall be the Owner's responsibility to thereafter maintain said protective screening. As part of the integrity of the community of Bridle Oak Estates, a perimeter fence shall be maintained continuously on the property line of each Lot which does not adjoin another Lot or Private Street within the Property, in this regard it is intended that there will be a continuous perimeter fence around all of the boundaries of the Property. Each Owner will construct and maintain on each Lot which abuts the perimeter of the Property a fence which meets the construction standards established by the Architectural Review Committee and which joins with the fence on either side of it. The Association will be responsible for constructing and maintaining those parts of the perimeter fence which is on any Common Area, specifically including but not limited to the entry gate and storm water detention areas. For the purposes of this Section 10, a hedge shall be defined as a row of bushes, shrubs or trees which, at natural maturity, may exceed three feet (3') in height and have sufficiently dense foliage as to present a visual and physical barrier in the same manner as a fence.

Section 13. Visual Screening. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersections of streets or adjacent to the Common Areas or other facilities where the rear or side yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

Section 14. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupants of all Lots shall keep all weeds and grass thereon cut to a height not to exceed eight inches (8") and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be removed, such weeds, grass, garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the above-described Lot in favor of Declarant or its assignee but inferior to a purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 15. Maintenance of Improvements. All improvements on each of the Lots shall be kept at all times in a sanitary, healthful, attractive and structurally sound condition, and the Owner or

occupants of all Lots shall maintain, repair and replace the walls, windows, roofs, doors, foundations, walkways, driveways, and all other improvements upon each of the Lots as and when such maintenance, repair or replacement is required to maintain the improvements in a sanitary, healthful, attractive and structurally sound condition. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, repair, replace and otherwise maintain the walls, windows, roofs, doors, foundations, walkways, driveways, and other improvements or do any other thing necessary to secure compliance with these restrictions, so as to place the improvements on said Lot in a neat, attractive, healthful, sanitary and structurally sound condition, and may charge the Owner and the occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the above-described Lot in favor of Declarant or its assignee but inferior to a purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 16. Antennae. Subject to the provisions of applicable law, no antennae or devices for sending or receiving radio, television, telecommunication, or microwave signals shall be erected or maintained except in accordance with the guidelines adopted and published by the Architectural Review Committee, which guidelines may be amended from time to time to allow for changes in technology and regulatory requirements. No antenna shall be installed on a Residence which will be visible from the Private Street in front of the Lot and no free standing antenna shall be installed or maintained which is located nearer than one hundred fifty feet (150') from the Private Street in front of the Lot nor nearer than fifty feet (50') from any other Private Street or an adjoining Lot.

Section 17. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, placed or maintained on or in any Residence, provided that window or wall air conditioners may be placed in outbuildings so long as they cannot be viewed from any Private Streets.

Section 18. Refuse Collection. Household trash and garbage will be collected and removed at Owner's expense in accordance with rules and regulations adopted from time to time by the Board of Directors; no trash or garbage shall be maintained or permitted to remain on a Lot except in containers and at locations approved by the Board of Directors. No trash, garbage, brush, or leaves shall be burned on any Lot. In the event any tree is removed from a Lot, no part of the tree shall be burned on the Lot except in a fireplace constructed as part of the improvements on the Lot.

Section 19. Fuel and Water Storage Tanks. No storage tanks shall be located on any Lot other than one (1) tank for the storage of liquefied petroleum gas (LPG) and one (1) tank for the storage of water, both for domestic use. If the LPG tank or water tank is above ground, it shall be placed behind the rear of the Residence and shall be visually screened from view from any Lots and Private Streets.

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Section 20. Right of Inspection. During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect a Lot or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

Section 21. Condemnation. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all first mortgagees known to the Association to have an interest in any Lot. The expense of participation in such proceedings by the Association shall be borne by the Association and be paid for out of assessments collected pursuant to Article V hereof. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Areas, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such portion of the Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and first mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Areas so taken or damaged. In the event it is determined that such Common Areas should be replaced or restored by obtaining other land or building additional structures, this Declaration shall be duly amended by instrument executed by the Association on behalf of the Owners.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, ~~all restrictions, conditions covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.~~ If the enforcement of any covenant or restriction contained in this Declaration is prevented, in whole or in part, by any statute or regulation which is subsequently superseded to permit the enforcement of the said covenant or restriction, no act or omission of the Association or any Owner during the period when enforcement was prevented shall be deemed to have waived or otherwise limited

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the subsequent enforcement of such covenant or restriction to the full extent of its original meaning and tenor.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. These covenants, conditions and restrictions shall run with the land, and shall be binding upon Declarant and its successors and assigns and all persons claiming under them and all Owners of the Lots, for a period extending until December 31, 2026, at which time they shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them. ~~These covenants, conditions and restrictions may be amended or revoked at any time by an instrument signed by not the Owners of not less than two-thirds (2/3) of the Lots.~~ AM

(b) The Declarant reserves the right, during the period in which Declarant owns not less than three (3) Lots, without joinder or consent of any Owner or mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts therein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any other mortgage lender; provided that no such amendment shall change the vested property rights of any Owner, except as otherwise provided herein.

Section 4. Annexation. The Declarant, so long as Declarant owns and part of the Property, reserves the right to annex additional property which adjoins to the Property into the Association and subject the same to the covenants, conditions, and restrictions set forth herein. Declarant shall evidence the annexation of additional property by filing in the Real Property Records of Harris County, Texas, an instrument entitled "Supplemental Declaration", referring to this provision of this Declaration, and describing the additional property to be annexed, together with specific descriptions of all Common Area, Private Streets, and other easements within the additional property which will be subject to and governed by this Declaration. The owners of the additional property annexed under the provisions of this section shall have all of the rights, privileges, and obligations as the Owners in the Property. The Declarant may also provide additional covenants, conditions, and restrictions for the use of any part of the additional land annexed. When annexed, any additional property lying east of the Property, will have an easement and right of way for access to Bridle Oak Drive to the same extent that the Owners presently enjoy under this Declaration without the necessity of recording any other or additional instruments for that purpose. However, in the event Declarant deems it necessary or advisable to record such an instrument, the Owners hereby grant to Declarant an irrevocable power of attorney, which power is coupled with an interest, to execute an instrument creating an easement and right of way for access to Bridle Oak Drive for the benefit of any additional property lying east of the Property and which is annexed under the provisions of this section.

Section 5. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member to the extent provided by

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law. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to end that inspection of the books and records by any Member or Members will not become burdensome to or constitute harassment of the Association. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 6. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Good Faith Lender's Clause. Any violation of these covenants, condition or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot, which liens may be enforced in due course, subject to the terms of this Declaration.

Section 8. Mergers. Upon a merger or consolidation of the Association with another association as provided in its articles of incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Declaration, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 9. Conflict with Deeds of Conveyance. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall govern but only to the extent of such conflict.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal effective as of the 20th day of April, 1998.


H & B DEVELOPMENT CORPORATION 102

By: Mark B. Bonning
MARK B. BONNING,
PRESIDENT

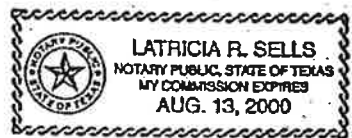
518-12-0450

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 20th, 1998, by MARK B. BONNING President of H & B DEVELOPMENT CORPORATION., a Texas corporation, on behalf of said corporation.



Notary Public in and for the
State of Texas



amend

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BRIDLE OAK ESTATES**

WAC-21
ESCROW ATTORNEY FOR
STEWART TITLE COMPANY

W233642
11/19/02 100002161

\$11.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, on April 22, 1998, that certain instrument titled "Declaration of Covenants, Conditions and Restrictions for Bridle Oak Estates" (the "Declaration") was filed for record under Clerk's File No. S975662 in the Real Property Records of Harris County, Texas, which subjected all of the lots in the following subdivision to the terms of said Declaration:

That certain tract of land containing 99.0877 acres, more or less, out of the Jacob Duckworth Survey, Abstract 338, Harris County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes by reference, which tract of land has been subdivided into that certain subdivision known as BRIDLE OAK ESTATES, an unrecorded subdivision in Harris County, Texas; and

ll

WHEREAS, Article X, Section 3 of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots; and

WHEREAS, the undersigned represent at least two-thirds (2/3) of the Owners, and hereby desire to amend certain provisions of the Declaration.

NOW THEREFOR, the undersigned, constituting at least two-thirds (2/3) of the Owners, do hereby make and file the following restrictions, reservations, protective covenants, limitations, and/or conditions regarding the use and/or improvements located in said Property, and do hereby amend or change and restate the following provisions of the Declaration:

Article IX, Section 2, subsections (a) through (e) of said Declaration are now amended and restated in their entirety as follows:

"Section 2. Location of Buildings. No building shall be placed or maintained on any Lot nearer the front of the Lot or the side or rear property lines of the Lot than the building set back lines established as follows:

- (a) no building shall be nearer to the front property line of a Lot than a line which is three hundred feet (300') from the rear property line of said Lot;
- (b) no building shall be nearer than fifty feet (50') from the side property line of each Lot;
- (c) outbuildings, which shall include all types of accessory buildings and structures on the Lot, with the exception of one (1) garage for not less than two (2) cars shall be

located to the rear of a line two hundred fifty feet (250') but not less than fifty feet (50') from the rear property line of each Lot, and not less than fifty feet (50') from the side property lines of each Lot, and in any event to the rear of the front of the Residence;

- (d) each Residence shall have one (1) garage for not less than two (2) cars for the storage of automobiles and other transportation vehicles which garage may be attached to or separate from the Residence and which garage shall in either event be located on the same line with or to the rear of the front of the Residence and shall open to the rear or side of the Lot only;
- (e) the Residence shall be located not nearer than two hundred fifty feet (250') from the rear property line of each Lot and not nearer than seventy feet (70') from the side property lines of each Lot..

[The remainder of Article IX, Section 2 shall remain unchanged.]

EXECUTED by each individual Owner on the date indicated, to be effective when recorded in the Real Property Records of Harris County, Texas. This document may be executed in multiple counterparts, each of which is and shall be construed as an original, being one and the same document for all purposes. For the purpose of recording this instrument, all signature pages may be attached to one (1) counterpart.

Mark Bonning
Signature
MARK BONNING.
Printed Name/Date

Tamara K. Bonning
Signature
Tamara K. Bonning
Printed Name/Date

207

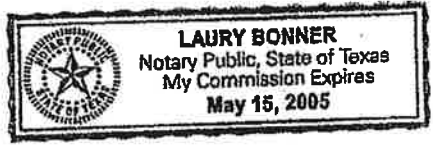
Property Address: 16915 Bridle Oak Dr.

Lot Designation: Lot 11, Bridle Oak Estates

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on August 30, 2002 by LAURY BONNER

Laury Bonner
Notary Public in and for the State of Texas



2

REVISITOS
Callegari & Associates
15040 Fairfield Village Drive
Suite 200
Cypress, Texas 77433

V392282

SUPPLEMENTAL DECLARATION OF

10/21/01 101682960 V392282

\$23.00

COVENANTS, CONDITIONS AND RESTRICTIONS FOR

BRIDLE OAK ESTATES, SECTION TWO
(LOTS 1, 2, 3 & 4)

Lee

3
5

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This Supplemental Declaration is made on the date hereinafter set forth by H & B DEVELOPMENT CORPORATION, a Texas corporation, its successors and assigns (hereinafter "Declarant").

Whereas, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for BRIDLE OAK ESTATES was recorded on April 22, 1998, under County Clerk's file number S975662 of the Real Property Records of Harris County, Texas (hereinafter the "Declaration"); and;

Whereas, BRIDLE OAK ESTATES PARTNERSHIP, a Texas general partnership, is the owner of the real property in Harris County, Texas, described as follows (hereinafter "Property"):

"That certain tract of land in Harris County, Texas, containing 51.476 acres more or less, out of the Jacob Duckworth Survey, Abstract 227, and the George Haig Survey, also known as the J. P. Douglas Survey, Abstract 338, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof";

D

as such maps or plats hereafter may be amended; and .

Whereas, pursuant to the Declaration, the Bridle Oak Estates Property Owners Association, Inc., a Texas non-profit corporation, (hereinafter "Association") was formed to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may be brought within the jurisdiction of the Association; and

Whereas, Article X, Section 4 of the Declaration provides for the annexation of additional property into the Association by the Declarant as long as Declarant owns part of the property known as Bridle Oak Estates, without the consent of other owners or their mortgagees, upon the execution and recording of a Supplemental Declaration by the Declarant of the Property being annexed; and

Whereas, Declarant makes and executes this Supplemental Declaration in accordance with the provisions of the Declaration described in the preceding paragraphs, and as hereafter may be amended; and

Now Therefore, Declarant, acting under the power granted in the Declaration, hereby annexes the Property to the Association and declares the Property to be subject to all provisions of the Declaration and as hereafter may be amended, SAVE AND EXCEPT those specific sections noted hereafter.

All of the provisions of the Declaration, and as hereafter may be amended, shall apply to the Property with the same force and effect as if the Property was originally included therein as part of the original development, **SAVE AND EXCEPT: Article I, Section 11; Article VIII, Section 7; and Article IX, Sections 1, 2, 3, 5, 6 and 19**, which are revised as follows:

Article I, "Definitions", Section 11 is revised and restated as follows:

Section 11. "Lot" shall mean and refer both to each parcel of land conveyed to an Owner upon which there has been or will be constructed a single-family residence, and the residence and improvements constructed or to be constructed thereon, but shall not mean or include any portion of the Common Areas. A Lot shall consist of not less than ten (10) acres of land.

Article VIII, "Easements", Section 7 is revised and restated as follows:

Section 7. Connective Strips. Declarant hereby grants to each Lot and each Owner of a Lot in the Property, an exclusive and perpetual easement of full use and enjoyment of that part of any Connective Strip which lies between the westerly boundary of said Owner's Lot and the Private Street. The Owner of each respective Lot shall maintain the easement and the landscaping located thereon in a sanitary, healthful and attractive manner, from the Owner's property line to the Private Street.

Article IX, "Restrictions of Use", Sections 1, 2, 3, 5, 6 and 19 are revised and restated as follows:

Section 1. Residence Construction. No buildings shall be erected, altered or permitted to remain on any Lot other than one detached single-family Residence, guest house, and attendant barns and outbuildings not to exceed two (2) stories in height. Each such Residence shall have a private garage for not less than two (2) cars, which shall not be used for residential purposes, and which shall be connected to a Private Street by a driveway. Not more than one (1) residential structure shall be placed on a Lot, except that a guest house may be built directly behind the main Residence, which must not be visible from the Private Street, and which may be occupied only by persons within the second degree of consanguinity of the Owner. In no event shall any guest house ever be used for rental purposes or other commercial purposes. Any such guest house must meet the same construction material requirements as the main Residence. The guest house shall not exceed 1,500 square feet. During construction on any Lot, the Owner shall be responsible for assuring that all contractors and subcontractors (i) abide by the construction guidelines adopted by the Architectural Review Committee, (ii) provide a hard surface on each Lot for the storage and operation of equipment and vehicles, (iii) provide a hard surface access to each Lot, from the paved portion of the Private Street, for unloading equipment and materials, and (iv) remove all construction materials and debris from the Lot at completion of the construction, including brush and trees cleared from the building site, remove daily all dirt, mud and other materials deposited during construction from the Private Streets, and promptly repair any and all damages occurring as a result of the construction. All initial construction, including the Residence, outbuildings, landscaping and the driveway must be complete within two (2) years following the date of the conveyance of the Lot by the Declarant to an Owner.

Section 2. Location of Buildings. No building shall be placed or maintained on any Lot nearer the front of the Lot or the side or rear property lines of the Lot than the building set back lines established as follows:

- (a) no building shall be located nearer than fifty feet (50') to the rear property line of each Lot;
- (b) the Residence erected on the Lot shall have a minimum building set back line of seventy feet (70') from the side property line of each Lot, and a barn shall have a minimum building set back line of fifty feet (50') from the side property line of each Lot;
- (c) outbuildings, which shall include all types of accessory buildings and structures on the Lot, with the exception one (1) garage for not less than two (2) cars, shall be located to the rear of the front of the Residence;
- (d) each Residence shall have one (1) garage or attached porte cochere for not less than two (2) cars for the storage of automobiles and other transportation vehicles which garage may be attached to or separate from the Residence and which garage shall in either event be located on the same line with or to the rear of the front of the Residence and shall open to the rear or side of the Lot only;
- (e) the Residence on each Lot shall have a minimum building setback line of two hundred twenty-five feet (225') and a maximum of two hundred fifty feet (250') from the front property line of each Lot.

For the purposes of this Declaration, eaves, steps, unroofed porches and roof overhangs shall not be considered in any measurement made for the purpose of determining building placement. For the purposes of this Declaration, the front of each Lot, which shall include the easement area set forth in Section 7 of Article VIII above, subject to the other easements also contained in said Article VIII, shall coincide with and be the west boundary line of the Subdivision, and the rear of each Lot shall be the east property line. Each Residence will face and have its primary entrance opening toward the front of the Lot. Driveway access to each Lot will be from the Private Street only; no gate, opening or access of any kind shall be permitted to any Lot from any other property except by the Private Street. The Architectural Review Committee shall be empowered to grant exceptions for minor variances in the placement of any building on a Lot.

Section 3. Consolidated Building Sites. More than one (1) Lot may be combined into a single building site. Permitted consolidations or combinations of Lots include (i) where two (2) or more Lots are combined by an Owner into a single building site for one (1) Residence and related outbuildings and (ii) where a portion of a Lot is combined with each of the two (2) adjoining Lots. No division of any Lot or building site within the Property shall be permitted which will result in a tract of land which contains less than ten (10) acres. In the event of the consolidation of Lots or portions of Lots, the Owner's obligation for assessments, as provided in Article V, shall be prorated according to the number of lots or fraction thereof contained in the consolidated building site. The location of buildings, as provided in this Article IX, Section 2 above, shall apply to the property lines of a combined building site which consists of more than one (1) Lot, without regard to the original Lot lines; provided however, any subsequent division of a consolidated building site must conform to the original Lot lines.

Section 5. Minimum Square Footage. The living area of the Residence shall not be less than 3,000 square feet for a one-story dwelling nor less than 3,400 square feet for a two-story dwelling. No more than one building for dwelling purposes shall be built on any one Lot, except that on Lots in excess of ten (10) acres, a guest house may be constructed, the living area of which shall not exceed 1,500 square feet.

Section 6. Construction Materials. The Residence shall be constructed so that the exterior walls are of not less than seventy percent (70%) brick, stone or stucco, and in no event of more than thirty percent (30%) wood, plastic or composition siding. No metal siding shall be permitted on any Residence. The roof of a Residence shall be constructed or covered with aluminum, rust resistant steel, copper, slate, concrete, asphalt, fiberglass, or composition type shingles or tiles meeting the standards adopted by the Architectural Review Committee. The driveway leading to the garage from a Private Street shall be constructed of concrete, asphalt, patterned concrete, brick, stone or such similar materials as the Architectural Review Committee may approve, provided however that no driveway shall be constructed of dirt, clay, gravel, or crushed stone. The Architectural Review Committee shall have the authority to designate appropriate materials for driveways located entirely within a Lot and to the rear of the Residence which serve outbuildings situated on the Lot in compliance with Section 2 of this Article IX. Mailboxes shall be of a column type and shall be constructed of the same materials as the main Residence, in accordance with guidelines established by the Architectural Review Committee.

Section 19. Water Storage Tanks. No storage tanks shall be located on any Lot other than one (1) tank for the storage of water, for domestic use. If the water tank is above ground, it shall be placed behind the rear of the Residence in an outbuilding, or shall be visually screened from view from any Lots and Private Streets in accordance with Architectural Guidelines promulgated by the Architectural Review Committee.

The Property is submitted to the jurisdiction of the Association with the same force and effect as if it were originally included in the Declaration, and will be developed, held, used, sold and conveyed in accordance with and subject to the provisions of the Declaration.

Executed this 31st day of October, 2001.

DECLARANT:

H & B DEVELOPMENT CORPORATION

By: Mark B. Bonning Pres
Mark B. Bonning, President

(4)
101

JOINED BY:

BRIDLE OAK ESTATES PARTNERSHIP

By: Mark B. Bonning
Mark B. Bonning, Managing Partner

201

Amend

WAC-21
ESCROW ATTORNEY FOR
STEWART TITLE COMPANY

51.75

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRIDLE OAK ESTATES

per

X

THE STATE OF TEXAS

COUNTY OF HARRIS

This Amendment to Declaration is made on the date hereinafter set forth pursuant to and in accordance with Article X, Section 3 of the Declaration. All Defined Terms used herein have the meanings assigned to them in the Declaration unless a contrary meaning is specifically assigned herein.

Whereas, a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for BRIDLE OAK ESTATES was recorded on April 22, 1998, under County Clerk's file number S975662 of the Real Property Records of Harris County, Texas; and a SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for BRIDLE OAK ESTATES was recorded on October 31, 2001 under County Clerk's file number V392282 of the Real Property Records of Harris County, Texas; and (hereinafter collectively defined as the "Declaration"); and;

Whereas, pursuant to the Declaration, the Bridle Oak Estates Property Owners Association, Inc., a Texas non-profit corporation, (herinafter the "Association") was formed to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may be brought within the jurisdiction of the Association; and

Whereas, as a result of the filings described above, there are presently the Owners of 15 Lots which are members of the Association and are subject to the Declarations; and

Whereas, Article X, Section 3 of the Declaration provides for amendments to the Declaration if such amendments are approved in an instrument signed by at least the Owners of 2/3 of the Lots; and

Whereas, pursuant to Article X, Section 4 of the Declaration, H & B Development Corporation (the original Declarant in the Declaration, who is referred to as the "Declarant" in the Declaration and herein) retains the ability to annex additional property into the Association as long as Declarant owns any part of the property known as Bridle Oak Estates, without the consent of any lot owners or their mortgagees, upon the execution and recording of a Supplemental Declaration, by the Declarant, of the Property being annexed; and

556-52-1786

Whereas, Declarant presently owns property in Bridle Oak Estates which is used by the Association for the Bridle Park; and

Whereas, the Association presently maintains the Bridle Park property even though Declarant owns the Bridle Park property; and

Whereas, the Association can realize significant real estate property tax savings if the property is owned by and titled in the name of the Association; and

Whereas, Declarant is only willing to convey the property to the Association if Declarant retains the ability to include and/or annex additional and/or future property into the Association without the need for joinder or permission from any current or then current lot owner or mortgage holder; and

Whereas, the current lot owners have evaluated the pros and cons of having the Bridle Park property owned by and titled in the name of the Association and have concluded that it is in the best interest of the Association and all of the current and future lot owners to have the Bridle Park property owned by and titled in the name of the Association; and

Whereas, the current lot owners have evaluated the pros and cons of allowing Declarant to make future annexations and/or additions into the Association and have concluded that it is in the best interest of the Association and all of the current and future lot owners to allow Declarant to retain the ability to annex additional property into the Association without need for joinder or permission from any current or then current lot owner or mortgage holder; and

Whereas, the lot owners who have signed below, individually and collectively, desire that this instrument be an amendment to the Declaration, as referenced in, described by, and explained in, the preceding and following paragraphs;

Now, therefore, the undersigned Lot owners, representing at least 2/3 of all Lots included in the Association and subject to the Declaration, acting under the power granted in the Declaration, hereby amend the Declaration as specifically set forth herein.

I.

Article X, Section 3 (b) is deleted in its entirety.

II.

Article X, Section 4 is amended to read as follows:

536-52-187

590-25-065

The Declarant, or any entity owned or controlled by Declarant or by Mark B. Bonning or by Tamara K. Bonning, is expressly granted the right to annex up to eight (8) additional lots from property which adjoins the Property into the Association and to require that such annexed additional property be subject to the covenants, conditions, and restrictions set forth herein. This right to annex additional property into the Association is irrevocable and may be exercised by the Declarant, or any entity owned in whole or in part, or controlled in whole or in part, by Declarant or by Mark B. Bonning or by Tamara K. Bonning during their lifetimes. This right to annex additional property into the Association exists without regard to whether or not Declarant or Mark B. Bonning or Tamara K. Bonning, or any entity owned or controlled by any of them owns any Property or part of the Property. Declarant shall evidence the annexation of additional property by filing in the Real Property Records of Harris County, Texas, an instrument entitled "Supplemental Declaration", referring to this provision of this Declaration, and describing the additional property to be annexed, together with specific descriptions of all Common Area, Private Streets, and other easements within the additional property which will be subject to and governed by this Declaration. The property to be annexed shall be divided into lots of not less than five (5) acres each. The owners of the additional property annexed under the provisions of this section shall have all of the rights, privileges, and obligations as the Owners in the Property. When annexed, any additional property lying east of the Property, will have an easement and right of way for access to Bridle Oak Drive to the same extent that the Owners presently enjoy under this Declaration without the necessity of recording any other or additional instruments for that purpose. However, in the event Declarant deems it necessary or advisable to record such an instrument, the Owners hereby grant to Declarant an irrevocable power of attorney, which power is coupled with an interest, to execute an instrument creating an easement and right of way for access to Bridle Oak Drive for the benefit of any additional property lying east of the Property and which is annexed under the provisions of this section.

III.

Article IV, Section 2 of said Declaration is hereby amended by substituting the following verbiage in place of the current Article IV, Section 2:

The Association shall have only one class of voting membership. All Owners, including the Declarant shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

596-52-1288

IV.

The first sentence of Article VI., Section 1 Architectural Approval is deleted and the following is substituted in its place:

Section 1. Architectural Approval. The Architectural Review Committee reserves and retains the right of architectural review and approval to itself as hereinafter provided.

V.

There are no further amendments to the Declaration of Covenants, Conditions and Restrictions for Bridle Oak Estates at this time.

All of the provisions of this Amendment, and any future amendments, shall apply to the Property with the same force and effect as if such provisions were originally included in the Declaration.

This Amendment was approved as evidenced by the signatures below of the Owners of not less than two-thirds (2/3) of the Lots in the Association on this 18th day of November, 2004.

(207 / 100)

Bridle Oak Estates Property Owners Association, Inc.

Richard R. Adams
Richard R. Adams, President

Alice G. Mutrie
Alice G. Mutrie, Secretary

The State of Texas

County of Harris

This instrument was acknowledged before me on the 18th day of November 2004, by Richard R. Adams, President of Bridle Oak Estates Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas

The State of Texas
County of Harris

This instrument was acknowledged before me on the 18th day of November 2004, by Alice G. Mutrie, Secretary of Bridle Oak Estates Property Owners Association, Inc., a Texas non profit corporation, on behalf of said corporation.



[Handwritten Signature]

Notary Public in and for the State of Texas

DECLARANT:
H & B DEVELOPMENT CORPORATION

BY: *[Handwritten Signature]*
Mark B. Bonning, President

[Handwritten mark]

The State of Texas
County of Harris

This instrument was acknowledged before me on the 18th day of November 2004, by Mark B. Bonning, President of H&B DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.



[Handwritten Signature]

Notary Public in and for the State of Texas

BRIDLE OAK ESTATES PARTNERSHIP

By: *[Handwritten Signature]*
Mark B. Bonning, Managing Partner

[Handwritten mark]

The State of Texas
County of Harris

This instrument was acknowledged before me on the 18th day of November 2004, by Mark B. Bonning, Managing Partner of BRIDLE OAK ESTATES PARTNERSHIP, a Texas general partnership, on behalf of said partnership.



[Handwritten Signature]

Notary Public in and for the State of Texas

896-52-1798

Amend

WAC-21
ESCROW ATTORNEY FOR
STEWART TITLE COMPANY

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRIDLE OAK ESTATES

48.25

mw

X

THE STATE OF TEXAS

COUNTY OF HARRIS

This Amendment to Declaration is made on the date hereinafter set forth pursuant to and in accordance with Article X, Section 3 of the Declaration. All Defined Terms used herein have the meanings assigned to them in the Declaration unless a contrary meaning is specifically assigned herein.

Whereas, a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for BRIDLE OAK ESTATES was recorded on April 22, 1998, under County Clerk's file number S975662 of the Real Property Records of Harris County, Texas; and a SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for BRIDLE OAK ESTATES was recorded on October 31, 2001 under County Clerk's file number V392282 of the Real Property Records of Harris County, Texas; and (hereinafter collectively defined as the "Declaration"); and;

Whereas, pursuant to the Declaration, the Bridle Oak Estates Property Owners Association, Inc., a Texas non-profit corporation, (herinafter the "Association") was formed to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may be brought within the jurisdiction of the Association; and

Whereas, as a result of the filings described above there are presently the Owners of 15 lots which are members of the Association and are subject to the Declarations; and

Whereas, Article X, Section 3 of the Declaration provides for amendments to the Declaration if such amendments are approved in an instrument signed by at least the Owners of 2/3 of the Lots; and

Whereas, pursuant to Article IX, Section 1 of the Declaration, the Owner of each Lot shall complete initial construction, including residence, outbuildings, and the driveway within two (2) years of the conveyance of the Lot by the Declarant to an Owner; and

Whereas, the Association recognizes such construction activities impact the maintenance requirements of the Private Streets; and

Whereas, the Association presently maintains the Common Areas, including the Private Streets; and

595-52-1016

Whereas, the Association maintains a "road repair fund"; and

Whereas, the Association recognizes major road repairs must be completed on the Private Streets within the next few years; and

Whereas, the Association desires all major construction activities to be completed before such major repairs to the Private Streets are completed in order to avoid future damage to the Private Streets after such major repairs have been completed, and to provide for funds to repair any such subsequent damage resulting from such major construction activities; and

Whereas, the current lot owners have evaluated the pros and cons of providing for those subsequent road repair funds through assessing the Owners of Lots in violation of the requirement to complete initial construction within two (2) years of purchase of said Lot and have concluded that it is in the best interest of the Association and all of the current and future Lot Owners to require the Owners responsible for major construction activities to fund repairs to the Private Streets; and

Whereas, the lot owners who have signed below, individually and collectively, desire that this instrument be an amendment to the Declaration, as referenced in, described by, and explained in, the preceding and following paragraphs;

Now, Therefore, the undersigned Lot Owners, representing at least 2/3 of all Lots included in the Association and subject to the Declaration, acting under the power granted in the Declaration, hereby amend the Declaration as specifically set forth herein.

I.

The last sentence of the existing Article IX, Section 1 is amended to read as follows:

All initial construction, including the Residence, outbuildings, and the driveway must be complete within two (2) years following the date of conveyance of the Lot by the previous Owner to Owner, or the date of this amendment, whichever is later.

II.

There shall be additional sentence added to the end of the exiting Article IX, Section 1 that reads as follows:

If such initial construction is not completed within such two (2) year period, the Association may, at its option, assess a special fine against the Owner of the Lot upon which the initial construction has not been completed, which special fine shall not exceed \$400 per month, for each month that such initial construction remains uncompleted after the initial two (2) years. From and after January 1 of the year immediately following the date of this amendment, said special fine may be increased by the Board of Directors each year by the greater of the increase in

the Consumer Price Index for the year involved or ten percent (10%).

III.

There are no further amendments to the Declaration of Covenants, Conditions and Restrictions for Bridle Oak Estates at this time.

All of the provisions of this Amendment, and any future amendments, shall apply to the Property with the same force and effect as if such provisions were originally included in the Declaration.

This Amendment was approved as evidenced by the signatures below of the Owners of not less than two-thirds (2/3) of the Lots in the Association on this 18th day of November, 2004.

130
18A

Bridle Oak Estates Property Owners Association, Inc.

Richard R. Adams
Richard R. Adams, President

Alice G. Mutrie
Alice G. Mutrie, Secretary

The State of Texas
County of Harris

This instrument was acknowledged before me on the 18th day of November 2004, by Richard R. Adams, President of Bridle Oak Estates Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

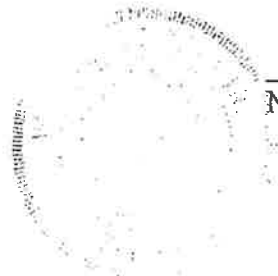


[Signature]

Notary Public in and for the State of Texas

The State of Texas
County of Harris

This instrument was acknowledged before me on the 18th day of November 2004, by Alice G. Mutrie, Secretary of Bridle Oak Estates Property Owners Association, Inc., a Texas non profit corporation, on behalf of said corporation.



[Signature]

Notary Public in and for the State of Texas

595-52-1010

596-52-1819

DECLARANT:

H & B DEVELOPMENT CORPORATION

BY: Mark B. Bonning Pres
Mark B. Bonning, President

106

The State of Texas
County of Harris

This instrument was acknowledged before me on the 18 day of November 2004, by Mark B. Bonning, President of H&B DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.



W.A. Callegari Jr.

Notary Public in and for the State of Texas

BRIDLE OAK ESTATES PARTNERSHIP

By: Mark B. Bonning
Mark B. Bonning, Managing Partner

200

The State of Texas
County of Harris

This instrument was acknowledged before me on the 18 day of November 2004, by Mark B. Bonning, Managing Partner of BRIDLE OAK ESTATES PARTNERSHIP, a Texas general partnership, on behalf of said partnership.



W.A. Callegari Jr.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of October, 2001, by Mark B. Bonning, President of H & B DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.



Julie T. Rosenberg

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of October, 2001, by Mark B. Bonning, Managing Partner of BRIDLE OAK ESTATES PARTNERSHIP, a Texas general partnership, on behalf of said partnership.



Julie T. Rosenberg

Notary Public in and for the State of Texas

13
Amend
CV

AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRIDLE OAK ESTATES

THE STATE OF TEXAS
COUNTY OF HARRIS

20090223500
03/26/2009 RPI \$64.00

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Bridle Oak Estates (Declaration) is made on the date hereinafter set forth pursuant to and in accordance with Article X, Section 3 of the Declaration. All Defined Terms used herein have the meanings assigned to them in the Declaration unless a contrary meaning is specifically assigned herein. *1cl*

Whereas, a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Bridle Oak Estates was filed for record on April 22, 1998, under the County Clerk's File Number S975662 of the Real Property Records of Harris County, Texas; and

Whereas, a SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Bridle Oak Estates was filed for record on October 31, 2001 under the County Clerk's File Number V392282 of the Real Property Records of Harris County, Texas; and

Whereas, an AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Bridle Oak Estates was filed for record on November 19, 2002, under County Clerk's File Number W233642 in the Real Property Records of Harris County, Texas; and

Whereas, an AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Bridle Oak Estates was filed for record on December 2, 2004 under County Clerk's File Number Y100230 in the Real Property Records of Harris County, Texas; and

Whereas, an AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Bridle Oak Estates was filed for record on December 2, 2004 under Clerk's File Number Y100237 in the Real Property Records of Harris County, Texas; and

Whereas, there are presently Owners of fifteen (15) Lots which are Members of the Association and Subject to the Declarations; and

Whereas, Article X, Section 3 of the Declaration provides for Amendments to the Declaration if such Amendment is approved in an instrument signed by the Owners of two-thirds (2/3) of the Lots; and

Whereas, the Declaration states, "No trash, garbage, brush or leaves shall be burned on any Lot. In the event any tree is removed from a Lot, no part of the tree shall be burned on the Lot except in a fireplace constructed as part of the improvements on the Lot;" and

Whereas, the Association wishes to provide a means for Lot Owners to dispose via burning of leaves, twigs, stems, logs and similar organic yard debris originating on their Lots, but not to include household or construction debris, trash, rubbish or garbage; and

Whereas, the Association wishes to regulate the burning of yard debris so as to minimally impact other Owners and the Bridle Oak neighborhood with the smoke produced; and

Whereas, the Lot Owners who have signed below, individually and collectively, desire that this instrument be an Amendment to the Declaration, as referenced in, described by and explained in the preceding and following paragraphs; and

Now, therefore, the undersigned Lot Owners, representing at least two-thirds (2/3) of the Owners of all Lots included in Bridle Oak Estates, as members of the Association and subject to the Declaration, acting under the power granted in the Declaration, hereby amend the Declaration as specifically set forth herein.

I

In Article IX - Restrictions of Use, Section 18 - Refuse Collection, the second and third sentences which read "No trash, garbage, brush, or leaves shall be burned on any Lot. In the event that any tree is removed from a Lot, no part of the tree shall be burned on the Lot except in a fireplace constructed as part of the improvements on the Lot" shall be changed to read, "*No trash, rubbish or garbage shall be burned on any Lot. Trees may be burned on the Lot at any time in a fireplace constructed as part of improvements on the Lot.*"

II

There shall be added to the end of Article IX-Restrictions of Use, Section 18 - Refuse Collection, the following sentences:

If permitted on the day at issue by government authorities, burning of dry, organic yard waste originating on the Lot will be allowed on and limited to the first Saturday of each month, weather permitting. Should rain, wet materials or wind conditions make burning inappropriate on the first Saturday in the judgment of the Lot Owner or, alternately, a majority of the members of the Board of Directors, then the burn day will shift to the second Saturday of the month.

Burning of trees, vines, branches, leaves and similar organic material in burn piles is permitted on any organized and previously announced Association Work Day (i.e., designated and preplanned clean-up periods when Members gather to maintain Common Areas) or when necessary in conjunction with the general maintenance of Common Areas.

Lot Owners are expected to consider environmental and weather conditions, exercise due care, monitor fires at all times, not permit fires to smolder and burn themselves out and to consider the impact of smoke on neighbors. Consistent with the Prohibition of Offensive Use- Article IX, Section 4 of the Declaration, Owners are to avoid any said yard waste burning which becomes "an annoyance or nuisance to the neighborhood or which in any way interferes with the quiet enjoyment by each Owner of such Owner's Residence."

III

There are no further Amendments to the Declaration of Covenants, Conditions and Restrictions for Bridle Oak Estates at this time.

All of the provisions of this Amendment, and any future amendments, shall apply to the Property with the same force and effect as if such provisions were originally included in the Declaration.

This Amendment was approved on the 29th day of November 2007 as evidenced by the signatures below of the Owners of not less than two-thirds (2/3) of the Lots in the Association.


James E. Mutrie, Secretary

(17)
10R

Bridle Oak Estates Property Owners Assoc, Inc.
On the 28th day of November in 2008.

The State of Texas
County of Harris

This instrument was acknowledged before me on the 28 day of November, in 2008 by James E. Mutrie, Secretary, Bridle Oak Estates Property Owners Association, Inc. a Texas non-profit corporation, on behalf of said corporation.


Notary Public in and for the State of Texas

