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**DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS  
NORTHAMPTON PLACE**

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TABLE OF CONTENTS

507-28-3352

	<u>Page</u>
I. DEFINITIONS.....	1
1. Association.....	1
2. Common Area.....	1
3. Declarant.....	2
4. Living Unit.....	2
5. Lot.....	2
6. Member.....	2
7. Occupied Lot.....	2
8. Owner.....	2
9. Subdivision.....	2
II. PROPERTY RIGHTS.....	2
1. Owner's Easement of Access and Enjoyment.....	2
2. Delegation of Use.....	3
3. Subdivision Streets.....	3
4. Sales Office/Model Homes.....	4
III. MEMBERSHIP AND VOTING RIGHTS.....	4
1. Organization.....	4
2. Membership.....	4
3. Board of Directors.....	4
4. Voting Rights.....	4
5. Books and Records.....	5
IV. COVENANT FOR MAINTENANCE ASSESSMENTS.....	5
1. Creation of the Lien and Personal Obligation for Assessments.....	5

2.	Purposes of Assessments .....	6
3.	Basis and Maximum Level of Annual Assessments.....	7
4.	Special Assessments for Capital Improvement.....	7
5.	Notice of Quorum for Any Action Authorized Under Sections 3 and 4.....	7
6.	Rates of Assessment .....	8
7.	Date of Commencement and Determination of Annual Assessment.....	8
8.	Effect of Non-Payment of Assessments: Remedies of the Association.....	9
9.	Subordination of the Lien to Mortgages .....	10
10.	Exempt Property .....	11
V.	ASSOCIATION'S INSURANCE, UTILITY BILLS AND TAXES .....	11
1.	Insurance .....	11
2.	Utility Bills .....	12
3.	Taxes .....	12
4.	Common Expense .....	12
VI.	OWNER'S UTILITY BILLS, TAXES AND INSURANCE .....	12
VII.	ARCHITECTURAL CONTROL .....	13
1.	Architectural Control Committee .....	13
2.	Duties and Powers.....	13
3.	Committee Approval.....	14
4.	Bulletins .....	14
5.	Rules and Regulations.....	15
6.	Term.....	15
7.	No Implied Waiver or Estoppel .....	15
8.	No Liability .....	15

VIII.	EXTERIOR MAINTENANCE .....	16
1.	Obligation .....	16
2.	Perimeter Barrier.....	16
3.	Failure to Maintain.....	16
IX.	USE RESTRICTIONS.....	17
1.	Residential Use .....	17
2.	Business Activity .....	17
3.	Common Area.....	18
4.	Exemption for Sale of Lots.....	18
5.	Animals and Livestock .....	18
6.	Mineral Production .....	18
7.	Disposal of Trash .....	18
8.	Storage of Vehicles .....	18
9.	Storage of Building Materials.....	19
10.	Signs.....	19
11.	Flag Poles.....	19
12.	Clotheslines.....	19
13.	Nuisances .....	19
14.	Prohibited Conduct .....	19
15.	Control of Sewage Effluent .....	20
16.	Above-Ground Pools .....	20
17.	Excavation.....	20
18.	Building/Rebuilding.....	20
X.	ARCHITECTURAL RESTRICTIONS .....	20

1.	Type of Living Unit .....	20
2.	Type of Construction .....	20
3.	Dimensions of Living Units.....	21
4.	Location of Living Unit on Lot.....	21
5.	Metal Buildings.....	21
6.	Roof Material .....	22
7.	Driveways .....	22
8.	Walkways.....	22
9.	Curb Ramps .....	22
10.	Traffic Sight Areas.....	22
11.	Screening Fences .....	22
12.	Exterior Antennas .....	23
13.	Temporary Structures.....	23
14.	Air Conditioners.....	23
15.	Identifying Numbers .....	23
16.	Private Utility Lines.....	23
17.	Solar Collectors.....	23
18.	Grass/Landscaping .....	23
19.	Curbs .....	24
XI.	MANAGEMENT AGREEMENTS .....	24
XII.	EASEMENTS .....	24
1.	General .....	24
2.	Underground Electric Service .....	25
3.	Cable Service .....	26

4.	Maintenance Easement .....	26
5.	Storm Sewer Easement .....	26
XIII.	ANNEXATION .....	27
1.	Annexation .....	27
2.	Enforcement .....	27
3.	Duration and Amendment .....	27
4.	Canvassing .....	28
5.	Severability .....	28
6.	Gender and Number .....	28
7.	Headings .....	28
8.	Disclaimer of Warranty .....	28
9.	Release of Liability .....	29

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
NORTHAMPTON PLACE**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

KNOW ALL MEN BY THESE PRESENTS:

THAT this Declaration is made as of the \_\_\_\_ day of February, 1996 by Northampton Place Limited Partnership, a Texas limited partnership (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain real property known as Northampton Place, a subdivision in Harris County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded under Harris County Clerk's File No. R762268 and Film Code No. 374117 and the map or plat recorded under Harris County Clerk's File No. R762267 and Film Code No. 374113 in the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase Lots (as defined below) in Northampton Place, that there be established and maintained a uniform plan for the improvement and development of Northampton Place, as a highly restricted and modern subdivision of the highest quality;

NOW, THEREFORE, Declarant hereby declares that all of the Lots (as defined below) of Northampton Place, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

Section 1.    "Association" shall mean and refer to Northampton Place Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2.    "Common Area" shall mean and refer to that property owned or to be acquired by the Association, and may include, but is not limited to, all recreational facilities, community facilities, storage facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon.

Section 3. "Declarant" shall mean and refer to Northampton Place Limited Partnership, its successors and assigns, provided such successors and assigns (i) acquire more than one Lot in the Subdivision for purposes of development or resale and (ii) are designated as the Declarant by an instrument in writing executed by Northampton Place Limited Partnership, and filed of record in the Official Public Records of Real Property of Harris County, Texas.

Section 4. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is detached from the other improvements on the Lot.

Section 5. "Lot" shall mean and refer to any of the numbered residential lots shown on the Subdivision Plat or any replat thereof.

Section 6. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 7. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall not include any mortgagee or lienholder who merely holds a security interest in the property.

Section 9. "Subdivision" shall mean and refer to real property contained within the perimeter boundaries of the Subdivision Plat.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area and such easement 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 charge a reasonable admission and other fees for the use of any recreational or other facilities, if any, situated on the Common Area;
- (b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any assessment against such Member's Lot or any other sum due the Association by such Member

remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be determined by the Association;
- (d) The right of the Association to borrow money and, with the assent of Owners, entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of Owners, to mortgage all or any part of the Common Area;
- (e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage;
- (f) The right of the Association to assess and collect the assessment provided for herein;
- (g) The right of the Association (but not the obligation) to contract on behalf of all Lots, for garbage and rubbish pickup, and to charge the Owner of each Lot for his pro rata share of the cost thereof, and if the Association so elects, the charge to each Owner for garbage and rubbish pickup shall be in addition to the assessments described in Article IV hereof.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, such Owner's right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefor (regardless of whether it shall be expressed in the Deed or the evidence of the conveyance), is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration and any rules and regulations published by the Association applicable to the Common Area and further providing that noncompliance with these terms shall be a default thereunder.

Section 3. Subdivision Streets. The streets within the Subdivision, as shown on the recorded Subdivision Plat, shall be private streets, and shall not be dedicated to the public, but instead shall be a part of the Common Area of the Subdivision for the use and benefit of all Owners and their guests and invitees for access, ingress and egress to and from the Lots. The Association shall be responsible to keep and maintain said private streets utilizing the assessments collected pursuant to Article IV hereof. Notwithstanding the foregoing sentence, however, any of said streets may be dedicated by the Association to any public agency, authority or utility, as provided in Section 1(c) of this Article II. Upon any such dedication, the responsibility for maintenance and repair of said streets shall be assumed by the applicable public agency, authority or utility. Until the last home has been sold in the Subdivision, the entry gate shall remain open from 7 a.m. to 7 p.m. Monday through Friday and from 10 a.m. to 7 p.m. Saturdays and Sundays.

Section 4. Sales Office/Model Homes. It is further expressly agreed and understood that Declarant (or with Declarant's approval any homebuilder) may use any of the Lots in the Subdivision for a sales office (including a sales trailer prior to completion of a sales office or model home), a model home or model homes, and parking related to such sales office and model home(s). Each homebuilder after Declarant approval may construct no more than one model home. A model home is defined as a completed residence, with furniture but not occupied as sleeping or living quarters on a part time or full time basis. Any portion of the Subdivision, including streets, drives and esplanades, may be used for sales offices, sales purposes, guardhouses, and/or for other purposes deemed proper by the Declarant or the Association.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. The Association is organized as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance funds, enforcement of this Declaration, providing for the maintenance, preservation, and architectural control (when the powers of the Committee terminate and the Committee's powers vest in the Association) within the Subdivision, the general overall supervision of all of the affairs and well being of the Subdivision and other Subdivisions within its jurisdiction and the promotion of the health, safety and welfare of the residents within the Subdivision and other Subdivisions within its jurisdiction.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure or by any other means (including by deed in lieu of foreclosure), shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the Bylaws of the Association.

Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision, and they shall be as follows:

- (a) Class A: All Owners, other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article II, Section 1(b). When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members, however, for that particular Lot they shall be

entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine.

- (b) Class B: Class B Member shall be the Declarant, and for each Lot owned it shall be entitled to three (3) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (c) below, the three (3) votes attached to that Lot shall be extinguished, subject to paragraph (c) below. All Class B memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:
- (i) When the total number of votes entitled to be cast by the Class A Members, with respect to the Subdivision, at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Member, with respect to the Subdivision;
  - (ii) Ten (10) years from the date this Declaration is filed in the Records of Real Property Records of Harris County, Texas; or
  - (iii) At such earlier time as the Class B Member, in its sole discretion, shall elect.
- (c) Reinstatement of Class B Member. Notwithstanding the prior provisions of paragraph (b) above, if additional land becomes subject to the jurisdiction of the Association such that the Declarant owns more than 25 % of all Lots (including all Lots within the jurisdiction of the Association), then the provisions in the first sentence of paragraph (b) above shall be automatically reinstated ipso facto.

Section 5. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Owner. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Owner(s) will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot that shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

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

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the benefit of the residents of the Subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any or all of the following purposes: lighting, improving and maintaining streets, sidewalks, curbs, paths, parks, parkways, and esplanades in the Subdivision and in other subdivisions within its jurisdiction; constructing, repairing and maintaining any improvements; collection and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration, employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and shrubbery on esplanades and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision and in other subdivisions within its jurisdiction in neat and good order or which they consider of general benefit to the Owners or occupants of the Subdivision and in other subdivisions within its jurisdiction, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences and Lots as hereinafter provided. The Association, through its Board of Directors, may in its sole discretion provide front yard maintenance (lawns and/or landscaping). If a determination is made to provide such services, each Owner shall permit the Association access to provide said services without interruption and hereby grants an easement to the Association to provide said services. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments

and other charges, and in the expenditure of said funds, shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment shall be Twelve Hundred Fifty Dollars (\$1,250.00) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, effective January 1 of each year, in conformance with the rise, if any, in the Consumer Price index for all Urban Wage Earners and Clerical Workers, U.S. city average, specified for "All Items" (base year 1967 = 100) published by the Department of Labor, Washington, D.C. for the preceding month of June, or alternatively, by an amount equal to the difference between the then current assessment and the projected assessment calculated by increasing the original assessment set forth herein by an amount equal to 10% compounded annually for each year from the date hereof, whichever is greater, without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only by written approval of the Owners of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Owners. The Association shall, upon demand, for a reasonable charge, furnish a Certificate signed by an officer of the Association setting forth whether the assessments on the Lot have been paid. A properly executed Certificate as to the status of the assessments is binding upon the Association as of the date of its issuance. The Board of Directors shall have the right without the approval of any Owners to add an amount to the annual assessment if it determines that it would be in the best interest of the Association to provide maintenance for all front yards (lawns and/or landscaping). The Association shall have no duty to provide these services without the consent and approval of its Board of Directors.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds(2/3) of the votes of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose, at which at least a quorum is present.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding sixty percent (60%) of all membership

votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots not owned by the Declarant must be fixed at uniform rates as follows:

- (a) Occupied Lots: Those Lots containing an occupied Living Unit (that is, a Living Unit that has been initially occupied, although it may no longer be occupied) shall be assessed the full assessment as set by the Board of Directors of the Association;
- (b) Completed Living Unit: Those Lots containing a substantially completed but unoccupied Living Unit (that is, a Living Unit that has not been initially occupied), shall be assessed at a rate equal to fifty percent (50%) of the full assessment as set by the Board of Directors of the Association; and
- (c) Vacant Lots: Those Lots which are vacant or upon which a residence is under construction shall be assessed at a rate equal to percent (50%) of the full assessment as set by the Board of Directors of the Association. If such Owner fails to maintain said Lot in accordance with the requirements set forth in this Declaration, and if such failure continues for ten (10) days after notice is sent to such Owner by the Association, the Association is hereby authorized to undertake such maintenance and any expense the Association incurs thereby shall be secured by the lien retained herein on the Lot and the general personal obligation of said Owner.

Declarant shall not be liable for the payment of any annual or special assessments for any Lot owned by Declarant during the time period that such Lot is owned by Declarant.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots (except those owned by Declarant) on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of October in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. However, the failure by the Board of Directors of the Association to fix an annual assessment for any year will not be deemed a waiver with respect to any of the provisions of this Declaration or a release of liability of any Owner to pay annual assessments, or any installments thereof, for that or any subsequent year. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established. The new annual assessment established by the Board of Directors of the Association shall be applied

retroactively to the commencement of the then current assessment year and the deficit shall be paid by each Owner within thirty (30) days after receipt of a statement therefor. Assessments shall be due and payable yearly in advance on the first day of January or as directed by the Board of Directors of the Association. Assessments for the year of the sale by Declarant to a builder, non-occupant Owner or any other Owner shall be pro rated and the purchaser's pro-rata share shall be paid to the Association upon the closing of the sale. Assessments for the year of the sale by an Owner of a vacant Lot or unoccupied Lot (assessed at a 50% rate as specified in Subsections (b) or (c) of Section 6 hereof) to an Owner who will occupy the Living Unit on such Lot shall be pro rated and the purchaser's pro rata share (of the full assessment), less any assessment payment theretofore made for such year by the Seller, shall be paid to the Association upon the closing of the sale. The Association or its authorized representative shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or (at the Association's option) foreclose the lien herein retained against the Lot. Interest, late fees, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As additional security for payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute), and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy

of the Notice of Trustee's Sale to be filed in the Office of the County Clerk of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder. The Association may bid and purchase the lot at any foreclosure sale.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying Owner to use the Common Area, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Section 9. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a lien and power of sale and nonjudicial foreclosure securing the payment of all assessments and charges due the Association, but said lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid first lien or mortgage and any valid lien securing the cost of construction of improvements. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot or improvements which is subject to any valid first lien or mortgage or lien securing the construction of improvements, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage shall extinguish the lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or improvements thereon or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine. Any purchase of a Lot that has been foreclosed upon shall be responsible for the pro-rata amount of assessments due for the balance of the current year and for all successive years the property is owned.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot or improvements thereon which is used as a residence shall be exempt from said assessments and charges.

**ARTICLE V**  
**ASSOCIATION'S INSURANCE, UTILITY BILLS AND TAXES**

Section 1. Insurance. The Association, through the Board of Directors, or its duly authorized agent, shall have the authority, and may obtain and pay for, as a common expense of all Owners, the following types of insurance policies:

- (a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;
- (b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other covering the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; (c) a directors and officers liability policy; and (d) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. Proceeds from such policies shall be used by

the Association only for the benefit of its Members, and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event, the Board of Directors shall advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all Owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

Section 2. Utility Bills. The Association shall have the authority to pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Area or any part thereof.

Section 3. Taxes. The Association shall have the authority to render for taxation and, as part of the common expenses of all Owners, pay all taxes levied or assessed against or upon the Common Area and any improvements or other property appertaining thereto.

Section 4. Common Expense. All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the assessments collected under Article IV hereof as a common expense of all Owners.

## ARTICLE VI OWNER'S UTILITY BILLS, TAXES AND INSURANCE

Owners' utility bills, taxes and insurance shall be governed by the following:

- (a) Each Owner shall have his separate electric, gas (unless total electric dwelling) and water meter and shall directly pay at his own cost and expense for all electricity, gas, water, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him on his Lot.
- (b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.
- (c) Each Owner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own residence, and his additions and improvements thereto, including decorations, furnishings, and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the association as part of the common expense in connection with the Common Area.

ARTICLE VII  
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Eric Rosenberg, Leslie B. Davidson and Les West, all of Harris County, Texas, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. Any member of the Committee may be removed, with or without cause, by the Declarant. In the event any member of the Committee should be so removed from the Committee or if any member of the Committee should die, resign, refuse to act, or become unable or ineligible to act, Declarant shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed as a member of the Committee pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee. A majority of the Committee may designate one or more representative(s) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the Committee.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall, or other structure or improvement of any nature shall be placed, constructed, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until two (2) sets of the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, color scheme, and materials of the proposed improvements or alterations. Additionally, the Committee may require payment of a fee to compensate for the expense of reviewing plans and specifications, at the time same are submitted. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, height and extent of fences, walls, or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks, and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and

- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

Additionally, the Committee may require the submittal of an architectural rendering of any improvements proposed to be placed on any Lot. Further, no person exercising any prerogative of approval or disapproval by the Committee shall incur any liability by reason of the good faith exercise thereof.

The Committee may also, upon request of an Owner, approve a set of plans for construction on more than one Lot, so long as there is no material change to any materials or elevation. However, before any construction commences, the Committee must be given an opportunity to approve the site plan. The Committee shall have the right to approve or disapprove a site plan in its sole and absolute discretion.

Section 3. Committee Approval. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing and either conveyed in person or U.S. mail, postage prepaid. In the event said Committee or its designated representative(s) fail(s) to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans and specifications shall be deemed approved. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the Committee shall approve a request for variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved, and signed by a majority of the then members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as denial of the variance.

Section 4. Bulletins. The Committee may from time to time promulgate and publish Architectural Standards Bulletins. A copy of the Bulletin in effect at the time (if any) will be furnished to Owners and builders on request. Such Bulletins supplement these Restrictions and are hereby incorporated herein by reference. Said Bulletins may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance design and quality of improvements.

Section 5. Rules and Regulations. The Committee may, from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 6. Term. The duties and powers of the members of the Committee herein named, their successors, assigns, and designated representative(s) shall cease on the earlier of twenty (20) years from the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association become Occupied Lots or when the Committee so transfers any or all of its duties to the Association. Thereafter, the duties and powers of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue so long as this Declaration remains in force and effect. The then current members of the Committee may at any time voluntarily transfer all or a portion of their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

Section 7. No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other residential construction by such person or other Owner.

Section 8. No Liability. NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, NOR THE COMMITTEE OR ANY OF THE MEMBERS THEREOF SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS OR SPECIFICATIONS TO THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS, BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE, ARISING OUT OF, WITH RESPECT TO OR IN CONNECTION WITH (i) THE APPROVAL OR DISAPPROVAL (OR FAILURE TO APPROVE OR DISAPPROVE) OF ANY SUCH PLANS OR SPECIFICATIONS, (ii) THE EXERCISING OF ANY RIGHTS OR ENFORCING ANY OF THE TERMS, COVENANTS OR PROVISIONS SET FORTH IN THIS DECLARATION, OR (iii) THE EXERCISING OR MAKING OF ANY DISCRETIONARY DECISION, APPROVAL OR CONSENT MADE OR GIVEN (OR NOT MADE OR GIVEN) PURSUANT TO THESE RESTRICTIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS TO THE COMMITTEE FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER AGREES THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, THE COMMITTEE, OR ANY OF THE MEMBERS THEREOF, TO RECOVER ANY SUCH DAMAGE. THE FOREGOING RELEASE OF LIABILITY PROVISION IS INTENDED TO

RELEASE THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, THE COMMITTEE, AND THE MEMBERS THEREOF, AS WELL AS THEIR AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS AND EMPLOYEES, AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, THE COMMITTEE OR ITS MEMBERS, OR ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS OR EMPLOYEES, ARE SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT.

## ARTICLE VIII EXTERIOR MAINTENANCE

Section 1. Obligation. All Living Units and other buildings and improvements located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner of such Lot. Vacant Lots shall be mowed and maintained in appearance by the Owner of such Lot and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant or the Committee may designate fill areas into which materials specified by Declarant or the Committee may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers, air conditioning units and compressors, and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence (approved by the Committee) or other suitable enclosure (approved by the Committee) to screen from public view the drying of clothes, yard equipment, wood pile or storage piles, and air conditioning units and compressors.

Section 2. Perimeter Barrier. Declarant intends to erect and install, or cause to be erected and installed, a perimeter wall or metal/wood fence ("Perimeter Barrier") surrounding the Subdivision with an access gate allowing entrance to and from the Subdivision. The access gate and any other improvements located in or on the Subdivision streets shall be Common Area; however, the portion of the Perimeter Barrier abutting the rear of each perimeter Lot shall be the property of and the responsibility of the individual Owner of each such Lot. After the original erection and installation of the Perimeter Barrier, the Owner of each perimeter Lot shall be responsible to keep, maintain, repair and replace, where necessary, at said Owner's expense, the portion of the Perimeter Barrier abutting said Owner's Lot line, provided, however, that any such maintenance, repair or replacement work must be first approved by the Committee. The Perimeter Barrier must be maintained in the same condition, color, size, type and construction material as originally utilized, such that the Perimeter Barrier will at all times present a harmonious, attractive and sound screening wall surrounding the Subdivision.

Section 3. Failure to Maintain. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon (including the Perimeter Barrier) in a manner satisfactory to the Board of Directors of the Association, the Association, after

fifteen (15) days notice to the Owner of said Lot (except in an emergency, in which event no advance notice shall be required) setting forth the action intended to be taken by the Association, and after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements (including the Perimeter Barrier) located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right (but not the obligation), through its agents and employees, to enter any residence or improvement located upon such Lot. Neither the Association nor its agents or employees shall be liable, and they are expressly relieved from any liability, for trespass or other tort, in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed due and payable within ten (10) days from notice thereof from the Association to the Owner, and shall become a part of the assessment payable by said Owner and secured by the lien herein retained.

#### ARTICLE IX USE RESTRICTIONS

Section 1. Residential Use. Each and every Lot in the Subdivision is hereby restricted to one residential dwelling for residential purposes use only and used as a single-family residence only. As used herein, the term "residential use" shall be held and construed to exclude hospitals, clinics, apartment houses, duplex houses, garage apartments used for rental purposes, boarding house, hotels, and commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited.

Section 2. Business Activity. No business activities of any kind whatsoever shall be conducted in any portion of the Subdivision; provided, however, the foregoing covenant shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth. Each builder on Lots in the Subdivision shall be allowed to use the garage structure constructed on the Lot as an office; provided, however, that such structure must be converted back to a garage prior to the sale of the home on the Lot to a purchaser. Each builder shall also be allowed to have and use sales and/or construction trailers, provided such trailers shall be removed promptly after the builder's activities are concluded. For purposes of this restriction, it shall not be considered a business activity for an Owner or Occupant to conduct certain business tasks that are incidental to the primary purpose of the occupancy, being for residential purposes. Incidental uses shall be limited to sending and receiving mail and/or facsimiles, use of home computers, use of telephone and other similar activities. Under no condition shall manufacturing, assembly, clients or customers in or at the home, storage of inventory, advertisement of business activity or similar activity, be considered as uses ancillary to residential use and purposes.

Section 3. Common Area. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational facilities which are part of the Common Area.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

Section 5. Animals and Livestock. The raising, breeding or keeping of animals, livestock or poultry of any kind on any Lot in the Subdivision is strictly prohibited; provided, however, consistent with the Living Unit's use as a residence, dogs, cats and other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes and further provided, no more than two (2) such pets shall be kept on a Lot. All pets must be properly tagged for identification and penned in an approved enclosure. No pet may be chained or leashed outside an enclosure unless being walked on a leash. Whenever, a pet is removed from its enclosure, it must be in the possession of its Owner or the Owner's agent and must be restrained by a proper leash of chain, rope, plastic, leather, or similar material.

Section 6. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 7. Disposal of Trash. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any portion of the Subdivision.

Section 8. Storage of Vehicles. No portion of the streets or Common Area shall, without the express written permission of the Association, be used for the storage of boats, trailers, campers, equipment, unused or inoperable vehicles, or any items which the Association deems unsightly or inappropriate. Boats, trailers, campers, equipment, unused or inoperable vehicles and other items consistent with the use of the premises as a residence may be kept on Lots if, and only if, they are kept or stored wholly within a garage so as to be completely out of view from the Common Area or any street or adjacent Lot; otherwise, keeping or storing any of same on any Lot shall be expressly prohibited. No Owner of any Lot in the Subdivision or any visitor or guest of any Owner shall be permitted to park any vehicle in any street or driveway in

the Subdivision except for temporary periods of time. Further, no Owner of any Lot in the Subdivision or any visitor or guest of any Owner shall be permitted to perform work on any vehicle in any driveway or street other than for work of a temporary nature. For the purpose of the foregoing, the term "temporary" shall mean that the vehicle shall not remain in a driveway or street in excess of forty-eight (48) hours. Garage doors shall be closed at all times, except for immediate entry or exit.

Section 9. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction (which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any Common Areas).

Section 10. Signs. No advertising signs (except not more than one six (6) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained, such builder advertising signs as it may desire in its sole discretion in connection with the construction and sale of homes in the Subdivision. The Board of Directors of the Association shall have the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has to be approved by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such unauthorized signs in a reasonable manner.

Section 11. Flag Poles. No flag pole shall be permanently erected on any Lot unless approval has been obtained in writing from the Committee.

Section 12. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot.

Section 13. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall there be allowed any loud noises in violation of City ordinance or regulation, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 14. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the ordinances or laws of the City of Houston, the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, or regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision. No portion of the Subdivision shall be used in any manner which would increase the hazard of fire on any portion of the Subdivision or any adjoining land.

Section 15. Control of Sewage Effluent. No outside toilets will be permitted (except for the period of construction, during which time outside toilets [porte-o-cans] may be utilized), and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried into the streets or into any body of water. Drainage of storm waste into sewage pipes shall not be permitted. No septic tank or other means of sewage disposal will be permitted.

Section 16. Above-Ground Pools. No above-ground swimming pools shall be erected, constructed, installed or permitted.

Section 17. Excavation. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on any property in the Subdivision without the written consent of the Committee.

Section 18. Building/Rebuilding. Once the construction of any residence, building or other improvement in the Subdivision is begun, same must be pursued with diligence and expediency until such construction is fully completed. Any residence, building or other improvement in the Subdivision that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 A.M. and before 8:00 P.M.

## ARTICLE X ARCHITECTURAL RESTRICTIONS

Section 1. Type of Living Unit. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of not more than two and one-half (2 1/2) stories. Every residence shall have an attached enclosed garage for at least two (2) full sized automobiles in a location approved by the Committee. Carports on Lots are prohibited. All structures shall be of new and permanent construction and no structure shall be moved from another location onto any Lot.

Section 2. Type of Construction. Exterior walls may be of masonry, brick, stucco, wood, masonite or other material approved by the Committee. Unless otherwise approved by the Committee, the surface area of the exterior walls of each of the Living Units (excluding, in the computation of such area, windows, doors and garage doors) on the Lots shall consist of at least seventy percent (70%) brick, masonry, stucco or other materials approved by the Committee. Unless otherwise approved by the Committee, the surface area of the exterior walls of each of the Living Units (excluding, in the computation of such area, windows, doors and garage doors) on all Lots shall consist of at least seventy percent (70%) brick or masonry. Siding materials shall not be permitted to be closer than fifteen feet (15') to the corner of the front elevation and no house on a corner Lot may have siding material on any portion of the side of the house that faces the street. A house may not have siding materials on any portion of the side of the house that faces a Common Area. All chimneys on houses on the Lots must be either brick or stucco if

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located on the house forward of the ridge line of the roof. Chimneys may be constructed of brick, stucco or wood if located on the house to the rear of the ridge line of the roof. Additionally, no garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure received at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 3. Dimensions of Living Units. Unless otherwise approved by the Committee, no residential structure shall be erected, altered, placed, or permitted to remain on any Lot located in the Subdivision unless its living area has a minimum of One Thousand Five Hundred (1,500) square feet of usable floor space exclusive of porches and garage.

Section 4. Location of Living Unit on Lot. Except as may be authorized in writing by the Committee, no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the recorded Plat of the Subdivision. The rear setback line on Lots 20, 21, 22, 23 and 24, Block One (1), Northampton Place, Section Two (2) will be five feet (5'), which shall also be a utility easement. All Lots shall have a three foot (3') side setback line and such other setbacks as required by the Committee. Should two or more adjoining building sites be owned by the same or substantially the same Owner or Owners, said Owner or Owners may be permitted, but only with the consent of the Committee (which may be denied in the Committee's sole discretion), to erect a structure across the building site lines common to the sites owned by said Owner or group of Owners, and (if the Committee approves same) such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the Committee, the immediately preceding sentence shall in no way affect or change the side or rear setback lines hereinabove set forth and these setback lines shall continue to apply to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. Eaves, roofs, and overhangs shall not be considered part of a residence for purposes of satisfying the side set-backs established by this Section 4; however, this provision shall not be construed to allow an actual physical or aerial encroachment upon another Lot. No overhang shall project further than allowed by the City of Houston Building Codes and the Uniform Building Code. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. No dwelling shall be located within any utility easement on any Lot.

Section 5. Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot, except for temporary construction and/or sales trailers.

Section 6. Roof Material. Roof of all residences shall be constructed so that the exposed material is of a material and grade that complies with all applicable laws, codes and governmental rules and regulations in force on the date of construction of the roof involved, and of a color acceptable to the Committee.

Section 7. Driveways. Unless the Committee agrees otherwise, each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to the abutting street, and the curbs must be saw cut where they meet such driveway. The Owner shall repair at his expense any damage to the street occasioned by construction and maintenance of the driveway thereto. As with all improvements the color, material, texture and location shall be approved by the Committee prior to construction.

Section 8. Walkways. All walkways leading to a Living Unit shall be four feet (4') in width. All walkways shall be a minimum of four inches (4") in depth, reinforced with 6 X 6 #10" mesh. All walkways shall be located where approved by the Committee and constructed of materials approved by the Committee.

Section 9. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 10. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 11. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. However, fences shall be permitted to be built on common side Lot lines between the Lots in the Subdivision, provided that such fences are built no closer to the front Lot line than the rear (i.e. back) wall of the most forward (i.e. closest to the street) of the two residences on the Lots sharing the common side Lot line. A fence may also be built from a residence's rear corner wall to the side Lot line, so that the fence along the side Lot line will connect to the residence on such Lot (including a fence from the rear corner of a residence). The erection of chain link fences is prohibited. No painted or stained fences shall be permitted unless first approved by the Committee. Also, no fence within the Subdivision shall exceed six feet (6') in height. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat shall be maintained to form an effective screen for the protection of the Subdivision

throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense.

Section 12. Exterior Antennas. Without the prior written approval of the Committee, no exterior television antenna (including any conventional television antenna), television satellite reception disc or radio antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures to be located in the Subdivision. With the prior written approval of the Committee an Owner may place an antenna in the rear yard so long as no portion of the antenna is visible from a Common Area, a street or reserve, and is shielded from view. Additionally, all such antennas shall not exceed an overall height of six feet (6').

Section 13. Temporary Structures. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers and motor vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 14. Air Conditioners. No residence or any improvement on any Lot shall be permitted to have a window or wall type air conditioner. However, during construction periods, construction trailers and other temporary buildings as authorized by the Committee may use window or wall type air conditioners only for the period of construction.

Section 15. Identifying Numbers. House numbers and similar matters used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the Committee that any such matter is not harmonious shall be final.

Section 16. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 17. Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 18. Grass/Landscaping. The Owner of each Occupied Lot shall fully sod with grass the area between the front of the residence and curb line of the abutting street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to the property or persons within the Subdivision, shall be promptly removed and repaired, and if not removed by the Owner within thirty (30) days after written request by the Declarant of the Association, the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owner's expense and the Declarant or the Association shall not be liable for damage caused by such removal. Vacant lots shall be mowed

and maintained in neat, clean and orderly appearance by the Owner thereof. Each Owner shall keep all shrubs, bushes, trees, hedges, flowers, plant life, grass and landscaping of every kind on said Owner's Lot, including in any setback and easement areas, neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly materials. No trees, bushes, hedges, shrubs, plant life or other landscaping shall be planted or permitted to remain on any Lot less the foliage line is maintained at a proper height so as to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway.

Section 19. Curbs. Some of the property lines of the Lots in the Subdivision are located on the curbs in front of the Lot. Notwithstanding the ownership of the property where the curbs are located, all curbs shall be maintained by the Association as a common expense.

## ARTICLE XI MANAGEMENT AGREEMENTS

Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days written notice when so authorized by the vote of a majority of the membership votes in the Association entitled to be cast at a meeting of the Members or otherwise. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with experience managing a project of a type similar to the Subdivision.

## ARTICLE XII EASEMENTS

Section 1. General. For a period of five (5) years after the date this Declaration is filed of record in the Official Public Records of Real Property of Harris County, Texas, Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision (including but not limited to Lots and Common Areas) reasonably required for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document, so long as such easements do not materially impair use of the Lots for single family residential use as set forth herein, regardless of whether at such time Declarant has title to the land within the easement(s). Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes cast at any meeting of the Members of the Association at which a quorum is present. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any

management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. An underground electric distribution system will be installed in the Subdivision which underground service area shall embrace all of the Lots which are platted in the Subdivision, upon the execution of an agreement between the electric company providing such system and Declarant or thereafter. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground, service available. The Owner of each Lot shall, at his or its 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 the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the Subdivision Plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various Owners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Lots in the Subdivision are being developed for single family residences which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which single family residential structures are wired so as to provide for separate metering to each residence. Should the plans of the Declarant or the Lot Owners in the Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) the Declarant or the Association has paid to such company an amount representing the excess in cost, for the entire Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve the Subdivision or (b) the Owner of each

affected Lot, or the applicant for service to any mobile home, shall pay to such electric company the sum of (a) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (b) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by such electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserves shown on the Subdivision Plat as such Subdivision Plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former Reserve undertakes some action which should have invoked the above per front Lot foot payment if such action had been undertaken in the other Lots in the Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserves.

Section 3. Cable Service. Declarant reserves the right to enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above. Declarant agrees to transfer and assign any such agreement to the Association and Declarant does hereby reserve unto the Association the sole and exclusive right to obtain and retain all income, revenue, and other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements between Declarant or the Association and such cable television company or companies.

Section 4. Maintenance Easement. Each Owner, by purchasing a Lot, shall hereby grant to the Declarant, the Association and such other Owners an easement for the maintenance of any and all utility lines that run on, under, or through any Lot or Common Area to any other Lot in the Subdivision.

Section 5. Storm Sewer Easement. An easement shall exist upon Lot Twenty (20), Block One (1), Section Two (2), Northampton Place, along the north and east boundaries of said Lot which shall be ten feet (10') in width. The easement shall contain a twenty four inch (24") sewer pipe. The Association is granted the right and obligation to improve, maintain, repair and/or replace as necessary the storm sewer. The Owner of said Lot shall construct no permanent improvements over the easement other than a driveway and sidewalks. The Owner of said Lot shall not permit any improvement in the easement area to penetrate to a depth of more than six inches (6") save and except landscaping, which may penetrate deeper so long as it causes no damage to the storm sewer. If any damage is caused to any improvements (except those not permitted to exist), the same shall be repaired and/or replaced at the expense of the Association to at least the condition existing prior to the damage being incurred.

### ARTICLE XIII ANNEXATION

Section 1. Annexation. Additional residential property and Common Area may be annexed into the jurisdiction of the Association upon the favorable vote of two-thirds (2/3) of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise. Annexation of additional property into the jurisdiction of the Association shall become effective on the date an instrument signed and acknowledged by the Owner of said annexed property and the appropriate annexing authority (either Declarant or the Association) is filed for record in the Office of the County Clerk of Harris County, Texas, evidencing the annexation. Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots and Common Area. The funds resulting from any assessment, whether annual or special, levied against any property hereinafter annexed into the jurisdiction of the Association may be combined with the funds collected from the Owners of Lots in the Subdivision and may be used for the benefit of all property and all Owners in the manner hereinabove provided.

### ARTICLE XIV 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, and charges now or hereafter imposed by reason of the provisions contained in this Declaration. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration is filed in the Office of the County Clerk of Harris County, Texas, for recordation in the Official Public Records of Real Property of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in the Office of the County Clerk of Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration, and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision, is filed for record in the Office of the County Clerk of Harris County, Texas, so amending said Declaration. In addition, Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any

instrument in writing duly signed, acknowledged, and filed for record in the Official Public Records of Real Property of Harris County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and any supplemental declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee. So long as Declarant owns at least one (1) Lot no amendment to this Declaration may be made which would adversely affect the merchantability of any Lot, without the consent of the Declarant. The setbacks created within this Declaration shall not be amended for a period of fifty (50) years without the consent of the Declarant or its successors and assigns.

Section 3. Canvassing. Where this Declaration requires that an instrument be executed by a certain percentage or number of the Member or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise (unless specifically stated herein), provided the Board of Directors of the Association is notified in writing, by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 6. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

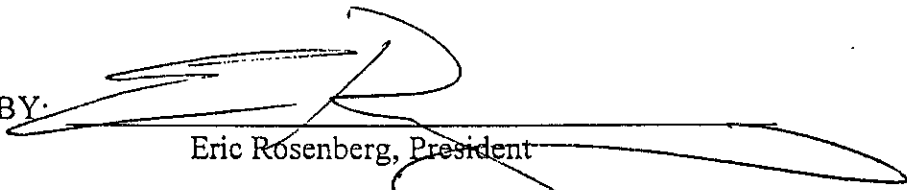
Section 7. Disclaimer of Warranty. DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING NORTHAMPTON PLACE, OR THE NORTHAMPTON PLACE DEVELOPMENT OR ANY IMPROVEMENT TO OR IMPROVEMENTS ON NORTHAMPTON PLACE, OR THE NORTHAMPTON PLACE DEVELOPMENT, THE CONDITION OF NORTHAMPTON PLACE, OR THE NORTHAMPTON PLACE DEVELOPMENT, ANY SAFETY OR SECURITY MATTERS, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN ANY IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY COMMON AREA, AND INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

Section 8. Release of Liability. IT IS AGREED AND UNDERSTOOD BY ALL OWNERS (AND THEIR HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, CONTRACTORS, GUESTS AND INVITEES) THAT THE DECLARANT, THE ASSOCIATION, AND OR THE COMMITTEE, IN THE FURTHERANCE OF THEIR RIGHTS AND DUTIES HEREUNDER, MAY RETAIN THE SERVICES OF VARIOUS INDEPENDENT CONTRACTORS TO PROVIDE SERVICES HEREUNDER, INCLUDING, BUT NOT LIMITED TO POLICEMEN, WATCHMEN, SECURITY SERVICES, FOGGING, INSECTICIDE SERVICES, GARBAGE COLLECTION, ETC. ("SERVICE PROVIDERS"). NEITHER THE ASSOCIATION, THE DECLARANT, NOR THE COMMITTEE, NOR ANY OF THE MEMBERS, AGENTS, OFFICERS OR EMPLOYEES, SHALL BE LIABLE FOR THE NEGLIGENT OR TORTUOUS ACTS OF SUCH SERVICE PROVIDERS UNLESS IT IS DETERMINED BY A COURT OF COMPETENT JURISDICTION THAT THE HIRING OF SAID PARTICULAR SERVICE PROVIDER WAS IN AND OF ITSELF, GROSS NEGLIGENCE ON THE PART OF THE DECLARANT OR THE ASSOCIATION. WITHOUT SUCH A JUDICIAL FINDING, ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OF SUCH SERVICE PROVIDERS SHALL BE BETWEEN THE PARTY SO INJURED OR DAMAGED AND THE PERSON OR PARTY (AND THEIR EMPLOYER, IF APPROPRIATE) CAUSING SUCH DAMAGE OR INJURY. EACH OWNER INDEMNIFIES AND HOLDS HARMLESS THE DECLARANT, THE ASSOCIATION AND THE COMMITTEE, AND THEIR MEMBERS, AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, FROM ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS ARISING OUT OF THE SOLE, JOINT, OR COMPARATIVE OR CONCURRENT NEGLIGENCE OF ANY OF SAID INDEMNIFIED PARTIES. THIS INDEMNITY BY THE MEMBERS AND OWNERS SHALL INCLUDE THE PAYMENT OF REASONABLE NECESSARY ATTORNEYS' FEES INCURRED BY THE DECLARANT OR THE ASSOCIATION DEFENDING ANY SUCH ACTION. THE FOREGOING RELEASE OF LIABILITY AND INDEMNITY PROVISIONS ARE INTENDED TO RELEASE AND INDEMNIFY THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, THE COMMITTEE, AND THE MEMBERS THEREOF, AS WELL AS THEIR AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS AND EMPLOYEES, AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, THE COMMITTEE OR ITS MEMBERS, OR ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS OR EMPLOYEES, ARE SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT.

IN WITNESS WHEREOF, Northampton Place Limited Partnership, a Texas limited partnership, acting by and through Northampton Place Development Corporation, L.C., a Texas corporation, its general partner, has caused these presents to be signed by Eric Rosenberg, President, and its common seal hereunto affixed as of the date first set forth above.

202

NORTHAMPTON PLACE LIMITED PARTNERSHIP  
by its GENERAL PARTNER, NORTHAMPTON  
PLACE DEVELOPMENT CORPORATION, L.C.

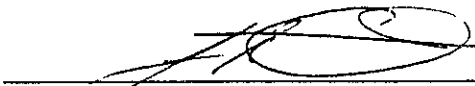
BY:   
Eric Rosenberg, President

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Eric Rosenberg, President of Northampton Place Development Corporation, L.C., General Partner of Northampton Place Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office this 12<sup>th</sup> day of February, 1996.



  
Notary Public, State of Texas

Return to: Roberts, Markel & Folger  
24 Greenway Plaza Ste. 2000  
Houston, TX. 77046  
Attn: Lillian Starnes

**JOINDER OF MORTGAGEE**

The undersigned, BANK TEXAS, being the owner and holder of the existing mortgage and liens upon and against the real property described in the foregoing Declaration of Covenants, Conditions and Restrictions for Northampton Place, as such mortgagee and lienholder, does hereby consent to and join in said Declaration.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots in Northampton Place, subject to the foregoing Declaration.

Executed as of the date first set forth above in the Declaration.

BANK TEXAS

By: *Edward Stokes*  
Name: EDWARD STOKES  
Title: ASSISTANT VICE PRESIDENT

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

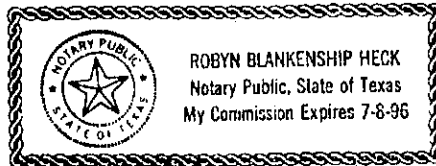
BEFORE ME, the undersigned authority, on this day personally appeared Edward Stokes, the Assistant Vice President of Bank Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office this 9 day February, 1996.

*Robyn Blankenship Heck*  
Notary Public, State of Texas

R:\REAL\10\AVN\IF\DECLARAT.DOC

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



*Robyn Blankenship Heck*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
06 FEB 26 PM 2:36

FEB 26 1996



*Beulah B. Ferguson*  
COUNTY CLERK  
HARRIS COUNTY TEXAS