

SEP-25-78 5 04 98 OF 781815 1ST 2 PD 5000

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTWICK SECTION ONE

THE STATE OF TEXAS X
COUNTY OF HARRIS X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on October 10, 1977, WESTWICK DEVELOPMENT CO. and NORTHSHIRE BUILDERS, INC., both Texas corporations ("Declarant"), executed that certain Declaration of Covenants, Conditions and Restrictions for WESTWICK SECTION ONE, a subdivision in Harris County, Texas and Annex 1 ("Declarations"), filed for record in the Office of the County Clerk of Harris County, Texas, on October 11, 1978, under County Clerk's File No. F-330346, in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Article XV, Section 2 of the Declaration provides, among other things, that the Declaration may be amended at any time by a majority vote of the members of the Westwick Homeowners Association, Inc., a Texas nonprofit corporation ("Association"), such amendment to become effective on the date an instrument signed and acknowledged by such majority, is filed for record in the Office of the County Clerk of Harris County, Texas; and

WHEREAS, the Declaration limits the area in the subdivision on which townhouse type dwellings may be constructed to Unrestricted Reserve A and Annex 1 as shown on the plat of Westwick, Section One recorded in Volume 258, Page 143 of the Map Records of Harris County, Texas; and

WHEREAS, a majority of the Members of the Association now desire to amend the Declaration for the limited purpose of increasing the area in the subdivision on which townhouse type dwellings may be constructed to include Lots 1 through 13, Block 5, all inclusive as shown on the aforementioned plat; and

RETURN TO:
First Title Agency of Houston, Inc.
14027 Memorial Dr.
Houston, Texas 77079

Recorded by First Title Agency of Houston, Inc.

WHEREAS, on MAY 10, 1978, at a special meeting of the Association, duly called as provided in Article III, Section 3 of the BY-LAWS of the Association and a quorum being present as provided in Article III, Section 5 of such BY-LAWS, the undersigned holding a majority of the votes of the Association, and including all of the present Townhouse Owners, voted to amend the Declaration as follows:

1. Article I, Section 2 shall be amended as follows:

"Common Area" shall mean and refer to that portion of the Subdivision, save and except Unrestricted Reserve A, Annex 1 and Lots 1 through 13, Block 5, all inclusive thereof, owned or acquired by the Association for the common use and enjoyment of the Members of the Association . . .

2. Article 1, Section 3 shall be amended as follows:

"Townhouse Common Area" shall mean and refer to (1) that portion of Unrestricted Reserve A, Lots 1 through 13, Block 5, all inclusive (said Unrestricted Reserve A and Lots 1 through 13, Block 5, being a portion of Westwick, Section 1) and (2) that portion of Annex 1, owned or acquired by the Association for the use and enjoyment of the Members of the Association who own townhouses located in Unrestricted Reserve A, Lots 1 through 13, Block 5, or the adjacent property designated as Annex 1

3. Article 1, Section 5 shall be amended as follows:

"Lot" shall mean and refer to the following: any of the numbered plots of land shown on the recorded map or plat of the Subdivision, and any of the land within Unrestricted Reserve A, Annex 1 and Lots 1 through 13, Block 5, all inclusive that may hereafter be the site of a structure suitable for a single family dwelling.

4. Article 1, Section 6 shall be amended as follows:

"Townhouse Lot" shall mean and refer to any Lot within Unrestricted Reserve A, Lots 1 through 13, Block 5, all inclusive, or Annex 1 that is used for construction of townhouse type dwellings.

5. Article 1, Section 12 shall be amended as follows:

"Townhouse 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 within Unrestricted Reserve A, Lots 1 through 13, Block 5, all inclusive, or in Annex 1.

6. The opening paragraph of Article VIII shall be amended as follows:

The conditions and restrictions contained in this Article shall apply solely to the Detached Lots in the Subdivision, excluding Lots 1 through 13, Block 5, all inclusive.

7. The opening paragraph of Article XI shall be amended as follows:

The covenants, conditions and restrictions of this Article shall apply to all Detached Lots subject to this Declaration of Covenants, Conditions and Restrictions, excluding Lots 1 through 13, Block 5, all inclusive.

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as described above. Except as hereby amended, the Declaration shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this instrument as of the 18th day of MAY, 1978. 19
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WESTWICK DEVELOPMENT CO.

By Leland C. Pickens
Leland C. Pickens
President

ATTEST:

Timothy S. Thompson
Timothy S. Thompson
Vice President & Secretary

NORTHSHIRE BUILDERS, INC.

By Leland C. Pickens
Leland C. Pickens
President

ATTEST:

Timothy S. Thompson
Timothy S. Thompson
Vice President & Secretary

Samuel L. Smith
Samuel L. Smith

Elizabeth L. Smith
Elizabeth L. Smith

J. Baca
Joseph Fred Baca

Jeanene Baca
Jeanine Baca

Larry D. Geurin
Larry D. Geurin

Susan Geurin
Susan Geurin

Randy Farnsworth
Randy Farnsworth

Jeanette E. Farnsworth
Jeanette E. Farnsworth

Timothy S. Thompson
Timothy S. Thompson

Marilyn J. Feagins
Marilyn J. Feagins

Glen R. Schuepbach

Alida A. Schuepbach

E. Glenn McMillan
E. Glenn McMillan

Leland C. Pickens
Leland C. Pickens

J.K. Lyles
J.K. Lyles

Equitable Life Assurance Society of the United States, a New York corporation, a lienholder, joins in the execution hereof for the purpose of subordinating all of the liens held by them against the Subdivision unto these presents, and does hereby consent and agree to the imposition of the foregoing Amendment; and Equitable Life Assurance Society of the United States hereby agrees that a foreclosure shall not affect such Amendment.

EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

F.839906

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIGNS

FOR WESTWICK SECTION ONE F 839906 LST A FD 7.00

111-89-0283

THE STATE OF TEXAS X
COUNTY OF HARRIS X KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on October 10, 1977, WESTWICK DEVELOPMENT CO. and NORTHSHIRE BUILDERS, INC., both Texas corporations ("Declarant"), executed that certain Declaration of Covenants, Conditions and Restrictions for WESTWICK SECTION ONE, a subdivision in Harris County, Texas and Annex 1 ("Declaration"), filed for record in the Office of the County Clerk of Harris County, Texas, on October 11, 1978, under County Clerk's File No. F-330346, in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Article XV, Section 2 of the Declaration provides, among other things, that the Declaration may be amended at any time by a majority vote of the members of the Westwick Homeowners Association, Inc., a Texas nonprofit corporation ("Association"), such amendment to become effective on the date an instrument signed and acknowledged by such majority, is filed for record in the Office of the County Clerk of Harris County, Texas; and

WHEREAS, a majority of the Members of the Association now desire to amend the Declaration; and

WHEREAS, on October 5, 1978, at a special meeting of the Association, duly called as provided in Article III, Section 3 of the BY-LAWS of the Association and a quorum being present as provided in Article III, Section 5 of such BY-LAWS, the undersigned holding a majority of the votes of the Association, voted to amend the Declaration as follows:

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HARRIS COUNTY, TEXAS

1. Article I, Section 9 shall be amended as follows:

"Occupied Lot" shall mean and refer to any Lot containing a Living Unit which is ready for occupancy and has been sold to the first Homeowner.

2. Article VIII, Section 7 shall be amended as follows:

The provisions of this section shall control the location of living units on lots except as may be authorized in writing by the Architectural Control Committee. No building or structure shall be located nearer to any front Lot line or side street than ten (10) feet or as otherwise permitted by the utility easements shown on the recorded plat of the Subdivision. No slab or foundation of any residence shall be located nearer than five (5) feet from any side lot line. The slab or foundation of any detached garage may be located as near as three (3) feet to a side Lot line, provided that no portion of the slab or foundation is within forty (40) feet of the front Lot line. As used in this Article detached garage refers to a structure that shares no common wall with any other structure, although it may be connected to a residence by breezeway or covered walk. That portion of a residence comprising the fireplace and chimney can be no nearer than three (3) feet from a side Lot line. Brick wing-walls, provided they are attached to the residence structure and parallel to the front Lot line, can be extended to the side Lot line. Overhang of the walls and roofs of such buildings or structures shall be permitted so long as such overhang does not extend out more than three (3) feet from the slab or foundation. All improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved in writing by the Committee.

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as described above. Except as hereby amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument as of the 5th day of October, 1978.

WESTWICK DEVELOPMENT CO.

By: [Signature]
Name: Leland C. Pickens
Title: President

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ATTEST:

[Signature]
Name: Timothy S. Thompson
Title: Secretary

ATTEST:

[Signature]
Name: Timothy S. Thompson
Title: Secretary

NORTHSHIRE BUILDERS, INC.

By: [Signature]
Name: Leland C. Pickens
Title: President

111-89-0285

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, in this day personally appeared LELAND C. PICKENS, as President of Westwick Development Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Westwick Development Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of October, 1978.



JoAnn Griffin
Name: JoAnn Griffin
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, in this day personally appeared LELAND C. PICKENS, as President of Northshire Builders, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Northshire Builders, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of October, 1978.



JoAnn Griffin
Name: JoAnn Griffin
Notary Public in and for
Harris County, Texas

Return to:
Westchester Corporation
1158 North Kirkwood
Houston, Tx. 77043
Attn: JoAnn Griffin

THENCE, S 00°44'41" W, a distance of 20.08 feet to a 5/8 inch iron rod set for the Southeast corner of the herein described tract;

THENCE, N 89°15'19" W, a distance of 70.00 feet to the POINT OF BEGINNING and containing 1406 square feet of land, more or less (hereinafter referred to as Tract "A").

WHEREAS, Joseph Fred Baca and wife, Jeanine Baca, are the present owners of that certain real property situated in Harris County, Texas, out of the William G. Perkinson Survey, Abstract No. 623, and said property being more particularly described by metes and bounds as follows:

COMMENCING for a point of reference at a concrete monument at the Northeast corner of a 1.856 acre tract deeded to Harris County in Volume 7769, Page 67 of the Harris County Deed Records and the Southeast corner of North Kirkwood Road (100 foot right-of-way;

THENCE, N 00°44'41" E, along the East right-of-way line of North Kirkwood Road, a distance of 50.21 feet to a point for corner;

THENCE, S 89°15'19" E, a distance of 20.00 feet to a 5/8 inch iron rod for corner;

THENCE, N 00°44'41" E, a distance of 20.08 feet to the Southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 00°44'41" E, a distance of 24.00 feet to a point for corner, said point being the Northwest corner of the herein described tract;

THENCE, S 89°15'19" E, a distance of 70.00 feet to a point for corner, said point being the Northeast corner of the herein described tract;

THENCE, S 00°44'41" W, a distance of 24.00 feet to a point for corner, said point being the Southeast corner of the herein described tract.

THENCE, N 89°15'19" W, a distance of 70.00 feet to the POINT OF BEGINNING and containing 1680 square feet of land, more or less (hereinafter referred to as Tract "B").

WHEREAS, Larry D. Geurin and wife, Susan Geurin, are the present owners of that certain real property situated in Harris County, Texas, out of the William G. Perkinson Survey, Abstract No. 623, and said property being more particularly described by metes and bounds as follows:

COMMENCING for a point of reference at a concrete monument at the Northeast corner of a 1.856 acre tract deeded to Harris County in Volume 7769, Page 67 of the Harris County Deed Records and the Southeast corner of North Kirkwood Road (100 foot right-of-way);

THENCE, N 00°44'41" E, along the East right-of-way line of North Kirkwood Road, a distance of 50.21 feet to a point for corner;

THENCE, S 89°15'19" E, a distance of 20.00 feet to a 5/8 inch iron rod for corner;

THENCE, N 00°44'41" E, a distance of 44.08 feet to the Southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 00°44'41" E, a distance of 28.34 feet to a 5/8 inch iron rod set for the Northwest corner of the herein described tract;

THENCE, S 89°15'19" E, a distance of 70.00 feet to a 5/8 inch iron rod set for the Northeast corner of the herein described tract;

THENCE, S 00°44'41" W, a distance of 28.34 feet for corner, said point being the Southeast corner of the herein described tract;

THENCE, N 89°15'19" W, a distance of 70.00 feet to the POINT OF BEGINNING and containing 1984 square feet of land, more or less (hereinafter referred to as Tract "C").

WHEREAS, the above named individuals, to-wit: Samuel L. Smith and wife, Elizabeth L. Smith; Joseph Fred Baca and wife, Jeanine Baca; and Larry D. Geurin and wife, Susan Geurin (hereinafter referred to as "Present Owners") wish to subject and bind their above described property to the covenants, conditions and restrictions as are hereinafter set forth.

WHEREAS, Declarant is the owner of that certain real property situated in Harris County, Texas, out of the William G. Perkinson Survey, Abstract No. 623, and said property being more particularly described by metes and bounds as follows:

COMMENCING for a point of reference at a concrete monument at the Northeast corner of a 1.856 acre tract deeded to Harris County in Volume 7769, Page 67, of the Harris County Deed Records, said point also being the POINT OF BEGINNING of herein described tract;

THENCE, S 89°23'27" E, a distance of 140.10 feet to a point for corner;

THENCE, N 00°44'41" E, a distance of 122.25 feet to a point for corner;

THENCE, N 89°15'19" W, a distance of 140.10 feet to a point for corner;

THENCE, S 00°44'14" W, a distance of 122.25 feet to the POINT OF BEGINNING; Less and Except however, Tracts A, B, and C as hereinbefore described;

Said last described tract, together with said Tract A, Tract B and Tract C are hereinafter jointly referred to as Annex 1.

WHEREAS, it is deemed to be in the best interests of Declarant, the Present Owners, and any other persons who may purchase property in Westwick, Section One, or Annex 1, that there be established and maintained a uniform plan for the improvement and development of Westwick, Section One and Annex 1 as a highly restricted and modern subdivision of the highest quality;

NOW, THEREFORE, Declarant and Present Owners hereby declare that all of the properties described above as Westwick, Section One, and Annex 1, 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 said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

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

Section 2. "Common Area" shall mean and refer to that portion of the Subdivision, save and except Unrestricted Reserve A thereof, owned or acquired by the Association for the common use and enjoyment of the Members of the Association and shall include, but is not limited to, all recreational facilities, community facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pavement, streets, pipes, wires, conduits and other public utility lines situated thereon. The Common Area shall include all of Unrestricted Reserve B of Westwick, Section One, according to the map or plat thereof recorded in Volume 258, Page 143, of the Map Records of Harris County, Texas.

Section 3. "Townhouse Common Area" shall mean and refer to (1) that portion of Unrestricted Reserve A (said Unrestricted Reserve A being a portion of Westwick, Section 1) and (2) that portion of Annex 1, owned or acquired by the Association for the use and enjoyment of the Members of the Association who own townhouses located in Unrestricted Reserve A or the adjacent property designated as Annex 1, and shall include, but is not limited to, all storage facilities, pumps, trees, landscaping, sprinkler systems, pavement, streets, garages, carports, wires, conduits and other public utility lines situated thereon.

Section 4. "Declarant" shall mean and refer to Westwick Development Co. and Northshire Builders, Inc., Texas corporations, their successors and assigns, if such successors and assigns should acquire by deed more than one Lot in the Subdivision for purposes of development or resale.

Section 5. "Lot" shall mean and refer to the following: any of the numbered plots of land shown on the recorded map or plat of the Subdivision, any of the land within Unrestricted Reserve A that may hereafter be the site of a

structure suitable for a single family dwelling, and any land within Annex 1 on which there is or will be constructed, a structure suitable for a single family dwelling.

Section 6. "Townhouse Lot" shall mean and refer to any Lot within Unrestricted Reserve A or Annex 1 that is used for construction of townhouse type dwellings.

Section 7. "Detached Lot" shall mean and refer to any Lot within the Subdivision that is used for construction of single family, detached dwelling.

Section 8. "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.

Section 9. "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 10. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 11. "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 or a part of Annex 1, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.

Section 12. "Townhouse 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 within Unrestricted Reserve A or in Annex 1.

Section 13. "Present Owners" shall mean and refer to Samuel L. Smith and wife, Elizabeth L. Smith, Joseph Fred Baca and wife, Jeanine Baca, and Larry D. Geurin and wife, Susan Geurin.

Section 14. "Subdivision" shall mean and refer to that certain real property within the perimeters of the legal description of Westwick, Section One, as set forth on the map or plat thereof recorded in Volume 258, Page 143 of the Map Records of Harris County, Texas, and being out of a 58.54 acre tract of land located in the Wm. G. Perkinson Survey, A-623, in Harris County, Texas.

ARTICLE II

Property Rights

A. ALL OWNERS

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 reasonable admission and other fees for the use of any recreational facilities 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, for any period during which any assessment against his Lot or any other sum due the Association by him remains unpaid; and for a period not to exceed thirty (30) 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 purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer, signed by a majority of each class of Members entitled to vote is properly recorded, in the deed Records of Harris County, Texas, and (ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than thirty (30) days, nor more than sixty (60) days in advance of said action;

(d) The right of the Association to limit the number of guests of Members; and

(e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate and inferior to the rights of the Owners hereunder.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-laws of the Association, his right of 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 and the Present Owners, for each Lot owned within the Subdivision and within Annex 1, hereby covenant, and each Owner of any Lot, by acceptance of a Deed therefor, whether it shall be express in the Deed or other 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 of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Lot and further providing that non-compliance with these terms of the lease shall be a default thereunder.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey, on or before September 30, 1979, fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens. **The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this provision is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area.** Notwithstanding the above, the Declarant reserves the right to grant, convey, dedicate or reserve

easements over, on or under the the Common Area for utility services as set forth in Article 11, Section 2 hereinafter.

B. TOWNHOUSE OWNERS

Section 1. Townhouse Owners' Easement of Access and Enjoyment. Every Townhouse Owner shall have an easement of access and a right and easement of enjoyment in and to the Townhouse Common Area and such easement shall be appurtenant to and shall pass with the title to every Townhouse Lot, subject to the following provisions:

(a) the right of each Townhouse Owner to the exclusive use of two (2) covered parking spaces as herein provided; and

(b) the right of the Association to designate subject to the provision in subparagraph (a) above, excess parking as "guest" parking for the exclusive use of bona fide guests of the Townhouse Owners.

Section 2. Delegation of Use. Any Townhouse Owner may delegate in accordance with the By-Laws of the Association, his right of use and enjoyment to the Townhouse Common Area and its facilities to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him. The Declarant and the Present Owners, for each Lot owned within the Subdivision and within Annex 1, hereby covenant, and each Owner of any Lot, by acceptance of a Deed therefor, whether it shall be express in the Deed or other 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 of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Lot and further providing that non-compliance with these terms of the lease shall be a default thereunder.

Section 3. Title to the Townhouse Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Townhouse Common Area to the Association, free and clear of all

encumbrances and liens. The Townhouse Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this provision is necessary in order to preserve the rights of the Townhouse Owners with respect to the operation and management of the Townhouse Common Area. Notwithstanding the above, the Declarant reserves the right to grant, convey, dedicate or reserve easements over, on or under the Townhouse Common Area for utility services as set forth in Article XI, Section 2 hereinafter.

Section 4. Parking Rights. Ownership of each Townhouse Lot shall entitle the Owner or Owners thereof to the exclusive use of a carport or garage covering two automobile parking spaces which shall be as near convenient to said Townhouse Lot as is practical, together with the right of ingress and egress in and upon said parking areas, subject only to any rules and regulations of the Association and the Restrictions herein set forth regarding the storage of boats, trailers, campers and unused or inoperable automobiles or other items which the Association may deem unsightly or inappropriate. Further, prior to any liquidation or dissolution of the Association, the Association shall convey to the Owner of each Townhouse Lot the land consisting of the parking spaces then being used by such Lot Owner under the terms of this Section 4.

Section 5. Special Easement of Access. The Owners of Lots Nos. 1, 2, 3, 4 and 5 in Block Five (5) of the Subdivision, shall have a right of access over and across the driveways of the Townhouse Common Area for the purpose of ingress and egress to the garages located on said Lots and such easement shall be appurtenant to and shall pass with the title to said Lots.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot, 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 lien holder who acquires title to any Lot which is a part of the Subdivision, through judicial or non-judicial foreclosure, shall be a Member of the Association.

Section 2. Voting Rights. There shall be **two classes of membership** entitled to voting rights in the Association and they shall be as follows:

(a) **Class A:** All Members in the Association, other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to **one 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 Members shall be those individuals or entities who are herein defined as Declarant, and for each Lot owned they shall be entitled to four votes on each matter coming before the Members at any meeting or otherwise. When a particular Lot is owned by more than one such individual or entity, all such individuals or entities holding an ownership interest in that Lot shall be considered Class B Members, however, for that particular Lot they shall be entitled to a total of no more than four votes on each matter coming before the Members at any meeting or otherwise. The four votes for such Lot shall be exercised as they among themselves determine. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, the four votes

attached to that Lot shall be extinguished. All Class B Memberships shall cease and be automatically converted into Class A Memberships when the total number of votes entitled to be cast by the Class A Members at any meeting of the Members or otherwise exceeds the total number of votes entitled to be cast by the Class B Members.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant and the Present Owners, for each Lot within the Subdivision or Annex 1 subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which 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 and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, 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. Purpose of Assessments. The Regular Annual Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision and Annex 1. 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, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision; collecting 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 of Covenants, Conditions and Restrictions; 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 in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision and Annex 1, 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. It being understood that the judgment of the Board of Directors of the Association in establishing Regular 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. Annual Assessments. The Regular Annual Assessment, as of the date of execution of this Declaration of Covenants, Conditions and Restrictions has been set by Declarant to be Three hundred dollars (\$300.00) annually. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum Regular Annual Assessment may be increased by the Board of Directors, effective January 1 of each year without a vote of the Members of the Association, provided that in no event can such an increase exceed the prior year's annual assessment by more than twenty-five percent (25%).

Section 4. Townhouse Assessment. In addition to the Regular Annual Assessment authorized above, there shall be a Regular Annual Townhouse Assessment upon each Townhouse Lot to provide for the expenditures by the Association which are made solely for the benefit of the Townhouse Owners. Assessments shall include, but are not limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement and maintenance of the Townhouse Common Area and of the maintenance of the exteriors of the Townhouses or Townhouse Lots as herein authorized or as may from time to time be authorized by the Board of Directors of the Association; and the cost of other facilities and service activities including, but not limited to, mowing grass, caring for the grounds, sprinkler system and landscaping, maintenance of roofs, exterior walls and fences of the Townhouses,

carports, garages and storage facilities, and garbage pick-up areas, furnishing water and sewer services to the Townhouses by the Association, and the other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repairs, maintenance, taxes, and other charges as specified herein, provided that such reserve shall be solely for the use and benefit of the Townhouse Owners.

In the event any Townhouse Owner fails to pay his Regular Annual Townhouse Assessment, or any part thereof, the Association reserves the right to suspend, as to said delinquent Owner, any or all of the normal services, facilities and materials that the Association provides by expenditure of the sums resulting from levy and collection of the Regular Annual Townhouse Assessment. Such suspension of services and facilities, may include, but is not limited to, revocation of garage privileges, cessation of exterior maintenance of said Townhouse and suspension of water and sewer services extended to said Townhouse by the Association. Payment in full of the delinquent sum will result in immediate restoration of all services and facilities to said Townhouse.

The Regular Annual Townhouse Assessment shall be levied on the basis of square feet of living area contained in the improvements constructed on each Townhouse Lot. To calculate living area, the measurement shall extend from the exterior of the front wall to the exterior of the rear wall and from the center line of each of the side walls.

The Regular Annual Townhouse Assessment, as of the date of execution of this Declaration of Covenants, Conditions and

Restrictions has been set by Declarant to be \$.24 per square foot of living area. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to Owner, the maximum Regular Annual Townhouse Assessment may be increased by the Board of Directors, effective January 1 of each year without a vote of the Members of the Association, provided that in no event can such increase exceed the prior year's Annual Townhouse Assessment by more than twenty five percent (25%).

At all times the funds resulting from the levy of the Regular Annual Townhouse Assessment shall be segregated and accounted for separately and apart from the funds from the Regular Annual Assessment. The funds resulting from the separate levies shall be deposited in separate accounts at a bank or other financial institution, the accounts of which bank or institution are insured by a federal government agency. The funds in either account, can be withdrawn only by the 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.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Board of Directors of 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 Special Assessment in excess of 50% of the amount of the Regular Annual Assessment due on each Lot in that Assessment year shall have written approval of

the Owners of a majority of the Lots that are subject to Special Assessment under this Section.

Section 6. Special Assessments for Capital Improvements Within the Townhouse Common Area. In addition to the special assessment authorized above, the Association may levy on Townhouse Lots, in any assessment year, a Special Townhouse 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 Townhouse Common Area, including the necessary fixtures and personal property related thereto; provided that any such Special Townhouse Assessment in excess of fifty percent (50%) of the total of the Regular Annual Assessment and the Regular Annual Townhouse Assessment, shall have the written approval of a majority of the Townhouse Owners.

Section 7. Notice of Quorum for Any Action Authorized Under Sections 3, 4, 5, and 6.

(a) Action Under Sections 3 and 5: Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Section 3 or 5 of this Article shall be sent to all Members and shall be posted at a public place within the Subdivision not less than ten (10) days in advance of the meeting. At the first such meeting called, the presence of the Members holding twenty-five percent (25%) of all membership votes entitled to be cast or their proxies shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements.

(b) Action Under Sections 4 and 6: Written notice of any meeting of the Members of the Association entitled to vote on any action authorized under Section 4 or 6 of this Article shall be sent to such Members and shall be posted at a public place within the Subdivision not less than ten (10) days in advance of the meeting. At the first such meeting called, the presence of the Members holding twenty-five percent (25%) of all membership votes entitled to be cast or their proxies shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements.

Section 8. Rates of Assessment. Both annual and special assessments on all Lots must be fixed at uniform rates as follows:

(a) Occupied Lots: Those Lots containing an occupied Living Unit shall be assessed the full assessment as set by the Board of Directors of the Association;

(b) All Other Lots: Those Lots which are vacant, or upon which a residence is under construction, or upon which there is a substantially completed but unoccupied Living Unit, shall be assessed twenty-five percent (25%) of the full assessment as set by the Board of Directors of the Association, provided that until January 1, 1979, any such Lots with record title showing ownership by Westwick Development Company or Northshire Builders, Inc., shall be assessed fifteen percent (15%) of the full assessment.

Section 9. Date of Commencement and Determination of Annual Assessments. The Regular Annual Assessment provided for herein shall commence as to all Lots on January 1, 1978. The Regular Annual Townhouse Assessment provided for herein shall commence as to all Townhouse Lots on January 1, 1978. The first annual assessments, both the Regular and for the Townhouses, shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessments 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 assessments shall be sent to every Owner whose Lot is subject to the payment thereof. The Regular Annual Assessments shall be due and payable in advance by January 31 of the Assessment Year or as otherwise directed by the Board of Directors. Notwithstanding the foregoing provision for annual payments, Townhouse Owners shall be permitted to pay their Regular Annual Townhouse Assessment on a monthly basis. Such monthly payments are due by the first (1st) day

of each month and in no event can any one payment be less than one-twelfth (1/12) of the Regular Annual Townhouse Assessment. The Association 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 10. Effect of Nonpayment 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 rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages.

As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but this Vendor's Lien shall be subordinate to any valid purchase money lien or mortgage covering a Lot. Sale or transfer of any Lot shall not affect this Vendor's Lien. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage, pursuant to a judicial or non-judicial foreclosure under such lien or mortgage shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

Section 12. 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 which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V

Insurance

Section 1. General Requirements. The Association, through the Board of Directors, or its duly authorized

agent, shall have the authority to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and the Townhouse Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Areas 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 the Townhouse Common Area and insuring the Association, within such limits as it may consider acceptable (but with coverage of not less than \$1,000,000 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 nonowned and hired automobiles, liability for property of others, and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location, and use; and

(c) 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.

Premiums for all such insurance policies carried by the Association shall be a common expense payable by assessments on all of the Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of each individual Owner. 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 proviso 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. In no event shall the insurance company or the bank or other financial institution holding proceeds on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. 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 event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall make up the deficiency with a special assessment levy for capital improvements against all Owners in the event the funds are to be expended in the Common Area, but against only Townhouse Owners if the funds are for the Townhouse Common Area. This shall be done only after compliance with all the requirements for imposition of special assessments.

Section 2. Insurance Required of Townhouse Owners.

Each Townhouse Owner shall be required to furnish annually to the Association, and to the complete satisfaction of the Board of Directors, proof of insurance coverage on his Townhouse, by a reputable insurance company acceptable to the Association and licensed to do business in the State of Texas, in an amount equal to the replacement cost of the Townhouse, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. In the event of damage or destruction of a Townhouse the Owner thereof shall repair or rebuild such Townhouse in as good a condition as formerly. In the event said Owner fails or refuses to do so, the Association is hereby authorized to undertake to rebuild or repair the

Townhouse and assess said Owner for the cost of such repair or replacement. Such assessment shall become the personal obligation of said Owner and shall be enforceable as if it were a maintenance assessment as herein provided. Should an Owner fail to provide adequate proof of insurance coverage as herein provided, the Association shall have the authority to purchase such coverage. Premiums for any insurance obtained by the Association on individual Townhouses shall not be a part of the common expense but shall be a debt owed by the Owner of said Townhouse and shall become part of the assessments payable by said Owner and collectable as such as herein provided.

ARTICLE VI

Architectural Control

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of E. G. McMillan, Leland C. Pickens and Timothy S. Thompson, 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. In the event any of the said members of the Committee should die, resign, refuse to act, or become unable or ineligible to act, the remaining member or members 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 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.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental 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 the construction plans and specifications 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. 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; 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.

Section 3. Committee Approval. A majority of the Committee may designate one or more representatives with authority to grant the approval herein required. 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 by registered mail, return receipt requested. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no plans and specifications have been submitted and if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to ninety (90) days after the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with; provided, however, the necessity for compliance with all the remaining provisions of this Declaration of Covenants, Conditions and Restrictions shall not be waived or affected by the Committee's failure to act.

Section 4. Term. The duties and powers of the members of the Committee herein named, their successors, assigns and designated representative(s), shall cease on and after January 1, 1988. 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 of Covenants, Conditions and Restrictions remains in force and effect. Prior to January 1, 1988, the then current members of the Committee may voluntarily transfer all 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.

ARTICLE VII

Exterior Maintenance

Section 1. Detached Housing. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days' notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3rds) 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 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. Nothing in this Article shall obligate the Association to maintain, repair or restore the facilities constituting the Underground Electric Service that supplies electrical power to each dwelling. Neither the Association nor its agents or employees shall be liable, and 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 and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

Section 2. Townhouses. In addition to maintenance upon the Common Area and the Townhouse Common Area, the Association shall provide exterior maintenance upon each

Townhouse which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, windows and window screens, door fixtures and hardware, light fixtures and receptacles, air conditioning equipment, mailboxes, owner landscaping, water faucets; nor shall it include care for trees, shrubs, grass or walks located within enclosed patio areas. The Association shall not be responsible for the maintenance of the following items to the extent they are located within the interiors of the garages and carports in the Townhouse Common Area: electrical fixtures and receptacles, light bulbs, any hardware or mechanisms that may be required for automatic garage door opening devices, garage door latches and locks, any improvements installed by Owners and all such other items as the Board of Directors may specify as being the responsibility of the Townhouse Owners who are assigned parking in said garages and carports. Nothing in this Article will obligate the Association to maintain, repair or restore the facilities constituting the Underground Electric Service that supplies electrical power to each Townhouse.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

Use Restrictions for Detached Housing

The conditions and restrictions contained in this Article shall apply solely to the Detached Lots in the Subdivision.

Section 1. Residential Use. Each and every Lot in the Subdivision is hereby restricted to residential dwellings for single-family residential use only. As used herein, the term "residential use" shall be held and construed to exclude hospitals, clinics, apartment houses, duplex houses, boarding houses, 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. 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 3. 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.

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. Signs. No advertising signs (except not more than one five (5) 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, nor shall any portion of the Subdivision be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner or residents of any Lot. Notwithstanding the foregoing covenant, the Declarant and any Builder approved by Declarant will be allowed to advertise property within the Subdivision with signs of any size, provided that all such signs have the approval of Declarant. Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Subdivision. The Board of Directors of the Association shall have the right to approve the design and wording of all signs and the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been 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 signs in a reasonable manner.

Section 6. Type of Living Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than detached single family dwellings of not less than one thousand eight hundred (1,800) square feet of usable floor space exclusive of porches and garage, and not more than two (2) stories.

Section 7. 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 Lot line or side street than ten (10) feet or as otherwise

permitted by the utility easements shown on the recorded plat of the Subdivision. No slab or foundation of any residence shall be located nearer than five (5) feet from any side lot line. The slab or foundation of any detached garage may be located as near as three (3) feet to a side Lot line, provided that no portion of the slab or foundation is within forty (40) feet of the front Lot line. As used in this Article, detached garage refers to a structure that shares no common wall with any other structure, although it may be connected to a residence by breezeway or covered walk. That portion of a residence comprising the fireplace and chimney can be no nearer than three (3) feet from a side Lot line. Brick wing-walls, provided they are attached to the residence structure and parallel to the front Lot line, can be extended to the side Lot line. Overhang of the walls and roofs of such buildings or structures shall be permitted so long as such overhang does not extend out more than three (3) feet from the slab or foundation. All improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved in writing by the Committee.

Section 8. Partition. No lot shall be subdivided or partitioned in any manner such that the total area is less than five thousand square feet (5000 ft).

Section 9. Sidewalks. The Owner may construct in the adjacent street right(s)-of-way a concrete sidewalk parallel to the street curb provided said Owner obtains the prior written approval of the Committee.

Section 10. Driveways. The Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street, including the portion of the street right-of-way.

Section 11. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter 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 12. Permitted Structures. All buildings or structures erected upon Lots in the Subdivision shall be of new construction and no buildings or structures shall be moved from other locations onto said Lots. No structures of a temporary character, including tents, shacks, barns, metal buildings, 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 13. Animals and Livestock. The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any Lot in the Subdivision is strictly prohibited. Consistent with its 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.

Section 14. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within sight of the Common Area or any street or adjacent Lot.

Section 15. 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. No incinerator may be maintained on any portion of the Subdivision.

Section 16. Exterior Antennas. Without the prior written approval and authorization of the Architectural Control Committee, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures to be located in the Subdivision, other than an aerial for a master antenna system, should any such master system or systems be utilized and require an exterior antenna.

Section 17. 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, unused or inoperable automobiles, or any items which the Association deems unsightly or inappropriate. Any such vehicle or equipment will be removed at the Owner's expense. Boats, trailers, campers, unused or inoperable automobiles, and other machinery consistent with the use of the premises as a residence may be kept on Lots, provided they are kept or stored within a garage or such other place as may be completely out of view from the Common Area or any street or adjacent Lot.

Section 18. Fences.

(a) No fence, wall, hedge or any pergola or other attached structure shall be erected, grown or maintained on any part of any Lot, forward of the front building set back line of said Lot; provided that a fence or hedge not exceeding thirty inches (30") in height may be located forward of the front building set back line if said fence or hedge does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Committee, or if it is not in existence, the Association.

(b) Any fence to be constructed anywhere else on a Lot shall not exceed eight (8) feet in height and shall be of brick masonry or cedar slat construction. No fence of any other type shall be constructed anywhere on a Lot prior to obtaining the approval of the Committee as to the material of construction and as to the design, should the Committee so require.

Section 19. Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against an Owner or Owners in favor of the other Owners.

Section 20. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision.

Section 21. Sale of Liquor. No spiritous, vinous, or malt liquors or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any Lot in the Subdivision, nor shall any portion of the Subdivision be used for vicious, illegal or immoral purposes, or for any purpose in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 22. 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. The foregoing covenant shall not prevent any owner from drilling a water well provided that the written approval of the Association is obtained.

Section 23. Maintenance. All residences and other buildings 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. No fence, wall, tree, hedge or planting shall be maintained in the Subdivision in such a manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety.

Section 24. 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 may be placed within the property lines of the Lot upon which the improvements are to be constructed or upon adjacent Lots, and shall not be placed in the street or upon any common areas.

Section 25. Storage. There shall be no storage allowed in the Common Area without the express written consent of the Association.

ARTICLE IX

Use Restrictions for Townhouses

The conditions and restrictions contained in this Article shall apply only to the Townhouse Lots.

Section 1. Residential Use. Each and every Lot located in Unrestricted Reserve A or Annex 1 is hereby restricted to residential dwellings for single-family residential use only. As used herein, the term "residential use" shall be held and construed to exclude hospitals, clinics, apartment houses, boarding houses, 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. Townhouse Common Area. The Townhouse 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 either common area.

Section 3. 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.

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. Signs. No advertising signs (except not more than one five (5) 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, nor shall any portion of the Subdivision be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner or residents of any Lot. Notwithstanding the foregoing covenant, the Declarant and any Builder approved by Declarant will be allowed to advertise property within the Subdivision with signs of any size, provided that all such signs shall have the approval of Declarant. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance to the Subdivision. The Board of Directors of the Association shall have the right to approve the design and wording of all signs and the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been 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 signs in a reasonable manner.

Section 6. Type of Living Unit. No building shall be erected, altered, placed or permitted to remain on any Townhouse Lot other than a single-family, attached townhouse type dwelling of not more than two (2) stories.

Section 7. Dimensions of Living Units. No residential structure shall be erected, altered, placed or permitted to remain on any Townhouse Lot unless its living area has a minimum of 1,300 square feet of usable floor space.

Section 8. Partition. No Townhouse Lot shall be subdivided or partitioned.

Section 9. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter used on the townhouses 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 10. Permitted Structures. All buildings or structures erected upon Townhouse Lots in the Subdivision shall be townhouses of new construction and no buildings or structures shall be moved from other locations onto said Lots. No structures of a temporary character, including tents, shacks, barns, metal buildings, or other outbuildings shall be placed on any Townhouse 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 11. Animals and Livestock. The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any Lot in the Subdivision is strictly prohibited. Consistent with its 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.

Section 12. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within sight of the Townhouse Common Area or any street or adjacent Lot.

Section 13. 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 within the areas provided with each Townhouse and designated by the Association for collection purposes. No incinerator may be maintained on any portion of the Townhouse Common Area or any portion of a Townhouse Lot.

Section 14. Exterior Antennas. Without the prior written approval and authorization of the Architectural Control Committee, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures to be located in the Subdivision, other than an aerial for a master antenna system, should any such master system or systems be utilized and require an exterior antenna.

Section 15. Storage of Vehicles. No portion of the streets or the Townhouse Common Area shall, without the express written permission of the Association, be used for the storage of boats, trailers, campers, unused or inoperable automobiles, or any items which the Association deems unsightly or inappropriate. Any such vehicle or equipment will be removed at Owner's expense. Boats, trailers, campers, unused or inoperable automobiles, and other machinery consistent with the use of the premises as a residence may be kept on Lots, provided they are kept or stored within a garage or such other place as may be completely out of view from the Common Area or any street or adjacent Lot.

Section 16. Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against an Owner or Owners in favor of the other Owners.

Section 17. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision.

Section 18. Sale of Liquor. No spiritous, vinous, or malt liquors or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any

Lot in the Subdivision or Annex 1, nor shall any portion of the Subdivision or Annex 1 be used for vicious, illegal or immoral purposes, or for any purpose in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 19. Fixtures and Equipment. All fixtures and equipment installed within a Townhouse, and all utility lines, pipes, wires, conduits or other systems from their metering point, up to and including their entrance into the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. In addition, all exterior as well as interior air conditioning systems will be maintained and kept by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

Section 20. 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 or Annex 1. 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 or Annex 1.

Section 21. Building Materials. No Townhouse 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 said Lot until the Owner is ready to

commence construction of improvements on the Lot, at which time such materials shall be placed only within the property lines of the Lot upon which the improvements are to be constructed, or within that portion of the Townhouse Common Area immediately in front of the Lot upon which the improvements are to be constructed.

ARTICLE X

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 all common areas 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 majority vote of the Board of Directors. In no event shall such management agreement be canceled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. 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 proven management skills and experience managing a project of this type. The Board of Directors shall have sole control over all aspects of management contracts, including but not limited to, the right to terminate professional management

of the Subdivision and assume self-management by the Association.

ARTICLE XI

Easements

The covenants, conditions and restrictions of this Article shall apply to all Detached Lots subject to this Declaration of Covenants, Conditions and Restrictions.

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision 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 for a period of ten (10) years after the date this Declaration of Covenants, Conditions and Restrictions is filed of record in the Official Public Records of Real Property of Harris County, Texas, 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 entitled to be cast at any meeting of the Members of the Association or otherwise. 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 that part of Westwick Subdivision, Section One, designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in Westwick Subdivision, Section One, at the execution of this Agreement between Company and Declarant or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit and the owner of each townhouse, shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure 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 plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and

operation of its electric distribution system and by these presents does grant to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit and the owner of each townhouse, shall at his 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 Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes and townhouses, both of 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 structures are wired so as to provide for separate metering to each dwelling unit.

ARTICLE XII

Townhouse Easements

The covenants, conditions and restrictions in this Article shall apply solely to the Townhouse Lots subject to this Declaration of Covenants, Conditions and Restrictions.

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision 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 for a period of ten (10) years after the date this Declaration of Covenants, Conditions and Restrictions is filed of record in the Official Public Records of Real Property of Harris County, Texas, 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 entitled to be cast at any meeting of the Members of the Association or otherwise. 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, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Townhouse 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. The full and complete terms and conditions regarding Underground Electric Service as set forth hereinabove in Article XI, Section two (2), shall also apply to the Townhouse Lots and are hereby adopted and incorporated within this Article and shall have the full force and effect as if they were set out in their entirety.

Section 3. Encroachments. Each Townhouse and the property included in the Townhouse Common Area shall be subject to an easement for minor (one foot or less) encroachments created by construction, setting, overhangs, brick ledges, balconies, fences or other protrusions designed or constructed by Declarant and for the maintenance (if any) of same, so long as it stands, and shall and does exist. In the event the multi-family structure containing two or more Townhouses is partially or totally destroyed, and then rebuilt, the owners of the Townhouses so affected agree that minor encroachments (one foot or less) onto parts of the adjacent Townhouse units or Common Areas due to construction or repair shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

ARTICLE XIII

Annexation

Additional residential property and Common Area may be annexed to the Subdivision upon the favorable vote of a majority of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise.

However, for a period of ten (10) years after the date this instrument is filed of record with the County Clerk of Harris County, Texas, land that is adjacent to the Subdivision, may be annexed to the Subdivision by Declarant or its successors and assigns, without the consent of the Members. Annexation of additional property to this Subdivision shall encumber said property with all the covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration of Covenants, Conditions and Restrictions and 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 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. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that additional property annexed to this Subdivision may be used for attached townhouses. In order for any annexed property to be so used, the recorded instrument evidencing the annexation shall contain an express provision stating that the annexed property may be used for attached townhouses and that this Declaration of Covenants, Conditions and Restrictions is modified only to the extent necessary to accommodate such use on the annexed property. In such event, Declarant shall further set forth in such instrument any additional restrictions which Declarant wishes to impose upon said Lots and such other modifications of this Declaration of Covenants, Conditions and Restrictions as necessary to permit attached townhouses to be constructed in the Subdivision. Any modification of this Declaration of Covenants, Conditions and Restrictions shall only apply to the property annexed and

must be consistent with the use of the annexed property for residential, attached townhouses. The funds resulting from any assessment, whether annual or special, levied against any property hereinafter annexed to the Subdivision 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 stated; provided, that at all times, funds resulting from Townhouse maintenance assessments, both general and special, shall be kept separate and apart from funds resulting from the general and special assessments.

ARTICLE XIV

Party Walls

The covenants, conditions and restrictions within this Article shall apply solely to owners of Townhouse Lots in the Subdivision and in Annex 1.

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouses and placed on the dividing line between the Townhouse Lots shall constitute a party wall, and, to the extent not consistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if other Owners thereafter make use of the wall, they shall

contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days following a written request, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE XV

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 hereinafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions and Restrictions. 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 of Covenants, Conditions and Restrictions 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 thirty (30) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Harris County, Texas for recordation in the Map Records 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 a majority of the total number of Lots in the Subdivision and Annex 1 is filed for record with 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. It is expressly understood and agreed that the Members of the Association, by majority vote, shall always have the power and authority to amend any portion of this Declaration of Covenants, Conditions and Restrictions, provided that the provisions of Article VI regarding the Architectural Control Committee shall not be subject to amendment before January 1, 1988. Such Amendment shall become effective on the date an instrument, signed and acknowledged by the Members of the Association holding a majority of the total number of votes is filed for record in Harris County, Texas, so amending said Declaration of Covenants, Conditions and Restrictions. It is expressly agreed and understood that amendment to any portion of this Declaration of Covenants, Conditions and Restrictions that pertains

solely to Townhouse Owners or Townhouse Lots, can be effected only by majority vote of the Townhouse Owners. All other conditions and procedures for amendments, hereinabove set forth, shall apply to amendments regarding Townhouse Owners or Townhouse Lots.

Section 3. Severability. If any provision of this Declaration of Covenants, Conditions and Restrictions 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 of Covenants, Conditions and Restrictions 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 4. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 5. 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 6. Execution by the Association. The Association, by joining in the execution hereof agrees to be bound by all the terms and provisions of this Declaration.

IN WITNESS WHEREOF, this Declaration is executed on this the 10th day of OCTOBER, 1977. (10) 2

WESTWICK DEVELOPMENT CO.

ATTEST:

Cora V. Jackson
Name: Cora V. Jackson

Title: Secretary

By

Leland C. Pickens
Name: Leland C. Pickens
Title: President



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NORTHSHIRE BUILDERS, INC.

ATTEST:

Cora V. Jackson
Name: Cora V. Jackson
Title: Westwick

By Leland C. Pickens
Name: Leland C. Pickens
Title: President

Samuel L. Smith
Samuel L. Smith

Elizabeth L. Smith
Elizabeth L. Smith

Joseph Fred Baca
Joseph Fred Baca

Jeanene Baca
Jeanene Baca

Larry D. Geurin
Larry D. Geurin

Susan Geurin
Susan Geurin



THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Leland C. Pickens, President of WESTWICK DEVELOPMENT CO., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of October, 1977.

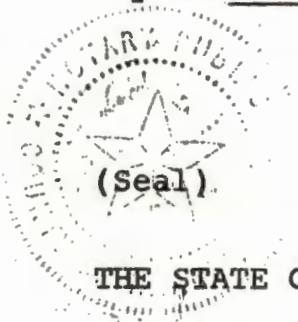
Deanne M. Temple
Notary Public in and for
Harris County, T E X A S



THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Leland C. Pickens, President of NORTHSHIRE BUILDERS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of October, 1977.



Donna M. Temple
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of OCTOBER, 1977.



Dorothy M. Whaley
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of OCTOBER, 1977.



Dorothy M. Whaley
Notary Public in and for
Harris County, T E X A S