

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GOLF GREEN GARDEN HOMES, SECTIONS ONE, TWO & THREE

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

KNOW ALL MEN BY THESE PRESENTS:

That this Declaration is made on the date hereinafter set forth by Mansions of Golf Green Corp. (hereinafter referred to as "Developer"), acting herein by and through its duly authorized officers and Golf Green Garden Homeowners Association, Inc., a Texas non-profit corporation, acting herein by and through its duly authorized officers (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Developer is the developer of certain property heretofore platted and subdivided into that certain subdivision known as Golf Green Garden Homes, Sections One, Two & Three, a subdivision of 10.2748 acres of land out of the C. Ennis Survey, Abstract No. 252 and the J.B. Pier Survey, Abstract No. 1103, in Harris County, Texas, according to the maps or plats thereof recorded in Film Code Nos. 394020, 396080, and 396083, respectively, of the Map Records of Harris County, Texas and under County Clerk's File Nos. S-733661, S-411858, and S-663699, respectively, in the Real Property Records of Harris County, Texas; and

WHEREAS, Developer and/or Association desires that all said property be held, sold and/or conveyed subject to the following covenants, conditions, restrictions, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both present and future Owners of Lots (as hereinafter defined) within the Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Developer and Association (hereinafter referred to jointly as "Developer") hereby adopts the following covenants, conditions, restrictions, reservations and easements which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and which shall be applicable to all lots in said Property and shall run with the land and shall bind all parties currently possessing or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner (as hereinafter defined) thereof.

ARTICLE I

Section 1. "Association" shall mean and refer to Golf Green Garden Homeowners Association, Inc., a non-profit corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. "Subdivision Plat" shall mean and refer to the plat of Golf Green Garden Homes, Sections One, Two & Three, a subdivision 10.2748 acres of land out of the C. Ennis Survey, Abstract No. 252 and the J.B. Pier Survey, Abstract No. 1103, in Harris County, Texas, according to the map or plat thereof recorded in Film Code Nos. 394020, 396080, and 396083, respectively, of the Map Records of Harris County, Texas and under County Clerk's File Nos. S-733661, S-411858, and S-663699, respectively, in the Real Property Records of Harris County, Texas and to any other recorded subdivision map or plat of any other tracts or parcels of land as may hereafter be brought within the jurisdiction of the Association by a Supplemental Declaration (as hereinafter defined).

Section 3. "Property" or "Properties" shall mean and refer to the platted tracts of land hereinabove described as Golf Green Garden Homes, Sections One, Two & Three. Furthermore, upon the filing of a Supplemental Declaration as provided for in Article IX, Section 6 of this Declaration, a reference to "Property" or "Properties" shall also mean, refer to and include any additional tracts or parcels of land as may hereafter be brought within the jurisdiction of the Association by a Supplemental Declaration.

Section 4. "Lot" shall mean or refer to each plot of land delineated and enumerated upon the recorded Subdivision Plat of the Property upon which there has been or will be constructed a single-family residence, but shall not mean or include any Common Properties (as hereinafter defined). If building sites are created pursuant to Article IX, Section 8 and 9 herein, the term "Lot" shall also thereafter mean and refer to any building site so created, provided, however, that the covenants for maintenance assessments and charges (Article III hereof) shall apply and be assessed based upon one assessment for each originally platted Lots upon the Subdivision Plat.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate of any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots and private and public streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Developer or Developer's predecessors in title. References herein to "the Common Properties in the Subdivision" shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations.

Section 7. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties. Also, Common Facilities may consist of improvements for the use and benefit of Owners of the Lots in the Properties, as well as other Owners in the subdivision, constructed on portions of one or more lots or on acreage owned by Developer (or Developer and others) which has not been brought within the scheme of this Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structure for recreation, storage or protection of equipment; fountains; waterfalls; statuary; sidewalks; common driveways; landscaping; esplanades; walls; irrigation and drainage systems; water wells and pumping facilities; and other similar and appurtenant improvements. References herein to "the Common Facilities (and Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

Section 8. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in this Declaration. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by any such Supplemental Declaration.

Section 9. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the Subdivision Plat of the Properties and such other easements as are created by or referred to in this Declaration.

Section 10. "Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 11. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 12. "Members" shall mean and refer to every person or entity who holds membership in the Association.

Section 13. "Conveyance" shall mean and refer to the conveyance of a fee simple title to a Lot.

Section 14. "Assessable Tract" shall mean and refer to any Lot from and after the date on which paved private or public street access, water and sanitary sewer service have been extended thereto.

Section 15. "Living Unit" shall mean and refer to any improvements on a Lot which are designated and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

Section 16. "Approved Builder" shall mean and refer to certain general contractors and builders designated by the Developer from time to time to be an approved general contractor or builder.



ARTICLE II  
GOLF GREEN GARDEN HOMEOWNERS ASSOCIATION, INC.

**Section 1. Duties and Powers.** In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Common Properties. The Board of Directors of the Association shall be empowered to oversee the activities of the Association to such extent as they may take whatever reasonable action they, in their sole discretion, deem necessary to provide for the upkeep and aesthetic appearance of the Properties for the common benefit of all Members of the Association.

**Section 2. Membership.** Every person or entity who is a record Owner of any of the Properties which are subject to jurisdiction of the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separate from ownership of the Lot which is subject to assessment by the Association.

Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. Each of the Owners of Lots in each annexed section shall be subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Properties (and all Common Facilities thereon) subject to the jurisdiction of the Association or that may become subject to the jurisdiction of the Association as a result of annexation, and shall be impressed with and subject to annual maintenance assessments and charges and special assessments for capital improvements as may be assessed in accordance with this Declaration. Such additional stages of development may be annexed in accordance with the provisions of Article IX, Section 6, hereinbelow. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer and enforce the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties subject to the jurisdiction of the other association, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, conditions and restrictions established by this Declaration.

**Section 3. Classes of Membership.** The Association shall have three (3) classes of voting membership:

**Class A.** Class A Members shall consist of Developer and all other eligible developers of the subdivision within the jurisdiction of the Association. An eligible developer shall be an entity owning undeveloped land for the purpose of platting such into single-family residential lots. A plan for such undeveloped land must be submitted to the Board of Directors and approved by the Board of Directors for annexation into the Association pursuant to Article IX, Section 6 of this Declaration. Members of Class A memberships shall be entitled to vote on all matters put before the membership and shall be entitled to fifteen (15) votes per Lot owned and/or lots proposed in a land plan submitted to and approved for annexation by the Board of Directors; provided, however, at such time as at least sixty-seven (67) Lots have been sold by the Developer to Class C Members for the construction of at least sixty-seven (67) single family residences, Class A Members shall be entitled to only one (1) vote per Lot.

**Class B.** Class B Members shall consist of homebuilders whose ownership of one or more Lots is for the purpose of constructing homes for resale. Members of Class B memberships shall be entitled to vote on all matters put before the membership and shall be entitled to three (3) votes per Lot owned; provided, however, at such time as at least sixty-seven (67) Lots have been sold by the Developer to Class C Members for the construction of at least sixty-seven (67) single family residences, Class B Members shall be entitled to only one (1) vote per Lot.

**Class C.** Class C Members shall consist of all Members who are not a Class A or Class B Member. Members of Class C memberships shall be entitled to vote on all matters put before the membership and shall be entitled to one (1) vote per originally platted Lot owned.

**Section 4. Non-Profit Corporation.** Golf Green Garden Homeowners Association, Inc., a non-profit corporation, has been organized, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.



**Section 5. By-Laws.** The Association may make whatever rules or by-laws it may chose to govern the organization of the Association and its membership, provided that same are not in conflict with the terms and provisions hereof.

**Section 6. Member's Easement of Enjoyment.** Subject to the provisions of Section 7 below, every Member shall have a common right and easement of enjoyment in the Common Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Assessable Tract. Each Owner is deemed to covenant and agree to indemnify and hold harmless the Association and Developer from and against any and all claims, losses of any nature whatsoever incurred, suffered or sustained by the Association or Developer arising out of or in any way caused by, connected with or resulting from actions or activities pursued or conducted by such Owner, the occupants of such Owner's Lot or such Owner's agents, guests or invitees.

**Section 7. Extent of Member's Easement.** The rights and easements of enjoyment in the Common Properties created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in this Declaration, and shall also be subject to the following provisions:

(a) The Association shall have the right to borrow money and, with the assent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of all three Classes of Members, to mortgage the Common Properties and/or Common Facilities.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties and Common Facilities against foreclosure of any such mortgage.

(c) The Association shall have the right to suspend the rights and easements of enjoyment in Common Properties of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.

(d) The Association shall have the right to establish reasonable rules and regulations governing the Member's use and enjoyment of the Common Properties and Common Facilities, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(e) The Association shall have the right to assess and collect maintenance assessments and charges (as hereinafter defined) provided for herein and to charge reasonable admission and other fees for the use of recreational facilities which are a part of the Common Properties and Common Facilities.

(f) The right of resident owners or occupants of dwellings within the area owned by Developer as of the date hereof and in the vicinity of the Property, to use the Common Properties, together with all facilities now or hereafter located thereon.

(g) The Association shall have the right to dedicate or convey all or part of the Common Properties, or interest therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or conveyance shall be effective unless an instrument agreeing to such dedication or conveyance, or separate ratifications of such dedication or conveyance, shall be signed by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of all three Classes of Members has been recorded.

(h) The Association shall have the right to rent or lease any part of the Common Properties and/or Common Facilities for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Properties, with the consent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of all three Classes of Members voting in person or by proxy, at a meeting duly called for this purpose.

(i) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts, for garbage and refuse service, and to charge the Owner of each Assessable Tract, as a component of the annual maintenance assessment, for the cost of providing such garbage and refuse service.



ARTICLE III  
COVENANTS FOR MAINTENANCE ASSESSMENTS AND CHARGES

Section 1. **Creation of the Lien and Personal Obligation of Assessments and Charges.** The Developer, for each lot originally platted upon the Subdivision Plat and owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association as to each such Lot originally platted upon the Subdivision Plat: (1) annual maintenance assessments, (2) special assessments for capital improvements, such special assessments to be established and collected as hereinafter provided and (3) charges as defined in Section 9 of this Article III. Any and all such annual maintenance assessments, special assessments and charges, together with any interest which may accrue thereon in accordance with this Declaration, and any and all costs and attorney's fees which may be incurred by the Association in the collection of such assessments or charges, or in the enforcement of the covenants, conditions and restrictions of this Declaration against any Lot or the Owner thereof, shall be a charge against and shall be secured by a continuing Vendor's Lien upon the Lot against which each such assessment or charge is made or enforcement is sought, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due or the enforcement of the covenants, conditions and restrictions of this Declaration was commenced. The personal obligation for delinquent assessments and charges shall not pass to the successor in title of any Owner unless expressly assumed by such successor in title, but shall be secured by the continuing lien upon the Lot.

Section 2. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Common Properties and Common Facilities, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience and welfare of the members, such benefits to include, by way of illustration, but not limited to, contracting with a municipal utility district or districts (or other parties or entities) for the purpose of providing sanitary sewer and water service and facilities to the Properties, providing patrol or watchmen service, providing and maintaining lighting, and the appurtenant mechanical and electrical fixtures, plumbing equipment, water wells and pumping facilities, drainage systems and irrigation systems, fogging for insect control, providing garbage and refuse service, maintain any esplanades or landscaping contained within or about any cul-de-sacs or public or private streets located within the Property; maintaining any landscaping and subdivision entrance improvements located in, on or about Restricted Reserves "A", "B", and "C" enforcing the provisions contained in this Declaration, employing, at the request of the Architectural Control Committee, one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committee in carrying out its duties and authorities set forth herein or in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Common Properties and Common Facilities or for the benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the By-Laws of the Association and the laws, ordinances, rules and regulations of any governmental authority or other entity with jurisdiction over the affairs of the Association, the Common Properties and the Common Facilities.

Section 3. **Maximum Annual Assessment.** Until January 1 of the year immediately following conveyance of the first Lot to any Owner, the maximum annual assessment shall be FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$550.00) for each Lot originally platted on the Subdivision Plat, which shall be due and payable as provided hereafter. Anything contained herein to the contrary or seemingly to the contrary notwithstanding, the assessments provided for herein shall be payable in the manner hereinafter set forth by the Owners of each of the thirty-eight (38) Lots originally platted in the Subdivision Plat.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year by the vote of or written assent of at least fifty-one percent (51%) of the aggregate votes of all three Classes of Members.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment for any assessment year may be increased by an amount in excess of ten percent (10%) of the previous years maximum assessment by the vote of or written assent of at least fifty-one percent (51%) of the aggregate votes of all three Classes of Members.

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum assessment amount.

Section 4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section 3 hereinabove, the Association may levy against the Assessable Tracts in any calendar 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, purchase, acquisition, repair or replacement of a capital improvement of the Association (including, without limitation, private streets and entry and exit gates), including necessary fixtures and personal property related thereto, but any such assessment must be approved by Members entitled to cast not less than two-thirds (2/3) of the aggregate votes of all three Classes of Members. The special assessment against every Assessable Tract shall be the same as the special assessment against every other Assessable Tract.

**Section 5. Uniform Rate of Assessments.** The Association by action of the Board of Directors, shall levy annual assessments against Assessable Tracts to obtain funds reasonably anticipated to be needed for purposes stated in Section 2 hereinabove, including reasonable reserves for contingencies and for capital improvements, replacements, repairs; provided, the annual assessments shall be levied on a uniform basis as follows:

- (a) Lots owned by an Article I, Section 14 Developer ..... None
- (b) Lots owned by builders and developers (other than Article I, Section 14 Developer) for the purpose of developing and/or constructing a residence thereon for resale ..... 25%
- (c) Lots owned by others than (a) and (b) hereinabove ..... 100%

As long as there is a Class "A" Membership, Developer shall be responsible for any shortages in the accounts of the Association, but only to the extent that the maximum annual assessments chargeable under the provisions of Section 3, Article III of the Declaration, are insufficient to cover the actual costs of maintaining Properties in accordance with the provisions of Article VII of the Declaration.

**Section 6. Commencement of Annual Assessments; Due Dates.** Subject to the provisions of Section 5 hereof, the annual assessments provided for herein shall commence on each Assessable Tract on the first day of the calendar month after it becomes an Assessable Tract. The amount of the annual assessment on each Assessable Tract for the balance remaining in the first year of assessment shall be an amount which bears the relationship to the annual assessment of such Assessable Tract provided for in Section 3 hereof as the remaining number of months in the year bears to twelve, and shall be due and payable on the day a Lot becomes an Assessable Tract. After the first year, the annual assessment of such Assessable Tract for such calendar year shall be due any payable on the first day of January in said year. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution of the Members of the Association authorizing or approving such assessment.

**Section 7. Duties of the Board of Directors.** The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Section 3 and 5 hereof. The Board of Directors of the Association shall cause to be prepared a roster of Assessable Tracts showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

**Section 8. Certification of Assessments and/or Charges.** The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments or charges against said Owner's Lot. Such certificate shall be conclusive evidence of payment of any assessments or charges therein stated having been paid, as to any third party who in good faith relies thereon to his economic detriment.

**Section 9. Establishment of Charge.** Should any Owner or occupant of a Lot fail or refuse to comply with the terms and provisions of this Declaration, the Association, its successors and assigns, acting by and through its duly authorized officers, the Board of Directors or its duly authorized agent, without liability to the Owner or occupant in trespass or otherwise, may, after ten (10) days written notice to the Owner or occupant and failure of the Owner or occupant to comply with the terms of such notice, enter upon the Lot and do or cause to be done such action as shall be necessary to bring the Lot and the improvements thereon into compliance with this Declaration. Likewise, the Association, any Owner or the Developer, and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and in connection therewith shall be entitled to recover all reasonable costs and attorney's fees incurred in pursuance of such enforcement rights. All costs ("Charges") incurred by the Association or the Developer, in carrying out such action to secure compliance with the terms and provisions of this Declaration shall be billed to the Owner of the Lot



by the Association by placing such bill in the United States Mail, postage paid. Any charges which are not paid within thirty (30) days after the same is billed shall bear interest from the date each cost composing the Charges was incurred until paid at an interest rate which will not exceed the maximum lawful rate per annum allowed by a continuing Vendor's Lien upon the Lot against which such Charges are made and shall also be the personal obligation of the person who is the Owner of such Lot at the time the action in enforcement of the terms of this Declaration was commenced.

**Section 10. Effect of Non-Payment of Assessments and/or Charges; Remedies of the Association.** As with Charges, any assessment not paid within thirty (30) days after the same is billed shall bear interest from the date each cost composing the Charges was incurred until paid at an interest rate which will not exceed the maximum lawful rate per annum allowed by applicable law. The Association may bring an action at law against the Owner personally obligated to pay any assessment or Charges or foreclose the lien against the Lot, regardless of whether or not the current Owner has personal liability for the payment of same, and all interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessments or Charges. 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 or charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens against real property, including foreclosure by judicial action brought in the name of the Association and by non-judicial foreclosure pursuant to Section 51.002, Tex. Prop. Code Ann. (Vernon 1983), and such Owner hereby (i) expressly grants to the Association an extra-judicial power of sale in connection with the non-judicial foreclosure of said lien, and (ii) in addition, expressly grants and vests in the Association the right, power and authority to exercise such power for sale through a trustee (or substitute or successor trustee, as may be the case from time to time) appointed in writing by the Association acting by and through its duly authorized officer. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Lot Owners. The Association, acting by and through its duly authorized officer or the trustee and on behalf of the Lot Owners, shall have the power to bid for the interest foreclosed at any foreclosure sale conducted pursuant to the terms hereof and to acquire and hold, lease, mortgage and convey such interest on behalf of the Lot Owners. No Owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the Common Properties or abandonment of his Lot.

If the trustee appointed and designated by the Association to exercise the powers of sale and to conduct a foreclosure sale in accordance with the terms of this Declaration shall die or become disqualified in the execution of the power of sale, or shall fail or refuse to exercise the same when requested by the Association, or if, for any reason, the Association shall prefer to appoint a substitute trustee to act instead of any appointed and designated trustee, the Association shall have full power to appoint, at any time by written instrument, a substitute trustee, and if necessary, several substitute trustees in succession, who shall succeed to all the estate, rights, powers and duties of the trustee under the terms of this Declaration, and no notice of such appointment need be given to the Lot Owner or to any other person or filed for record in any public office. Further, each Owner, by acceptance of a Deed to a Lot, hereby stipulates and agrees that the recitals contained in any Trustee's or Substitute Trustee's Deed or other instrument executed in a form by any trustee or substitute trustee, acting under the provisions of this Declaration, shall be prima facie evidence of the facts recited therein, and that it shall not be necessary to prove in any court, other than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds or other instrument in the passing of title thereby, and all prerequisites and requirements of any sale or sales shall be conclusively presumed to have been performed, and all persons subsequently dealing with the interest purported to be conveyed by such deed or deeds or other instruments shall be fully protected in relying upon the truthfulness of such recitals.

**Section 11. Subordination of the Lien to Mortgages.** The lien securing any assessment or Charges provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the property subject to the assessment or Charges for the purpose of securing indebtedness incurred to purchase or improve the property, provided, however, that such subordination shall apply only to the assessments or Charges which have become due and payable prior to enforcement of such purchase money or improvement lien by a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment or Charges thereafter becoming due, nor from the lien securing any such subsequent assessment or Charges. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment or Charges 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.** The assessments and liens created in this Article III shall apply only to the Assessable Tracts, and the remainder of the property in the Properties shall not be subject thereto.



ARTICLE IV  
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Tenure. The Developer shall initially appoint an Architectural Control Committee, consisting of not less than three (3) members, who need not be Members of the Association. The persons serving on the Architectural Control Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association shall have Living Units thereon occupied as residences, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its power exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Architectural Control Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may designate someone serving on the Architectural Control Committee to act for it. No person serving on the Architectural Control Committee shall be entitled to compensation for services performed to this Article IV. However, the Architectural Control Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Architectural Control Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Architectural Control Committee.

Section 2. Approval of Plans. No buildings or improvements such as swimming pools, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains and statuary located on the Lots, outdoor lighting and signs, shall be commenced, constructed, erected, placed or maintained in the Subdivision, nor shall any exterior addition to or alternation therein be made, unless and until a site plan showing all uses and the location and dimension of buildings, swimming pools, entries, streets, driveways, parking areas, pedestrian ways and storage areas, has been submitted to and approved in writing by the Architectural Control Committee. In addition, a schematic plan shall also be submitted to the Architectural Control Committee for its approval in writing. Said schematic plan shall specify, in such form as the Architectural Control Committee may reasonably require, structure, mechanical, electrical and plumbing details and the nature, kind, shape, height, exterior color, scheme and materials of the proposed improvements or alterations thereto. For the purposes of this Article IV, Section 2, "Schematic Plan" shall mean that certain plan which has been submitted or is to be submitted by an Owner to the applicable governmental authority for approval in connection with the issuance of a building permit. The Architectural Control Committee shall have the right, free of charge, to retain one (1) copy of the site plan and schematic plan. In the event the Architectural Control Committee fails to approve or disapprove the site plan and the schematic plan within thirty (30) working days (ten [10] days for a site plan and schematic plan submitted by an Approved Builder) after they have been submitted to it, approval thereof will not be required and the provisions of this Section 2 will be deemed to have been fully complied with as long as the alterations, construction or renovations are completed within the guidelines provided by this Declaration or any amendments thereto in accordance with the plans and specifications submitted for review and approval. Without limitation of the powers granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement. Should an Owner or occupant proceed to place any building or improvement upon or proceed with any construction, alteration or exterior change on any improvements located on a Lot without first applying for written approval of the Architectural Control Committee, such Owner or occupant shall be in violation of this Declaration and will be thereafter required to submit a site plan and schematic plan, together with such other documents as the Architectural Control Committee deems appropriate, even after construction has commenced. The Architectural Control Committee shall have forty-five (45) working days (ten [10] days with respect to construction performed by an Approved Builder) from receipt of the last of any required documentation, submitted after commencement of construction, alteration or exterior changes without prior written approval, to respond by approval, disapproval or modification requirements. The Association shall have the right to obtain restraining orders and/or temporary or permanent injunctions to terminate or halt construction, alterations or exterior changes which have not been reviewed and approved by the Architectural Control Committee in accordance herewith. The Architectural Control Committee shall have full and complete authority to approve any construction of any improvement on any Lot and its judgement shall be final and conclusive. All reasonable enforcement costs and attorney's fees incurred by the Association in connection with the Association's exercise of the right to obtain restraining orders and/or temporary or permanent injunctions under this Section shall be recoverable against the Owner and/or occupant in violation of this Declaration and the provisions hereof and shall constitute "Charges" in accordance with Article III, Section 9 hereof. Where an Owner has neglected to submit a site plan and/or schematic plan for approval, failure of the Architectural Control Committee to exercise the powers granted by this Article IV shall never be deemed a waiver of this right to do so either before or after the building or other improvements in the Subdivision, or any exterior addition to or alteration there, has been completed.

Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks; driveway access to adjacent streets; the location, height and extent of fences, walls or



other screening devices (provided that no fence shall exceed a height of eight (8) feet); and the orientation of structures with respect to streets, walks and structures on adjacent property. There shall be no chain link fencing constructed, installed or maintained on any Lot, except as may be utilized by builders with the approval of the Architectural Control Committee for temporary storage of building materials and supplies during the construction phase. Nothing herein contained shall be construed, however, as to prohibit the installation and maintenance to chain link fencing in, on or about the Common Properties and Common Facilities for the maintenance and protection of the amenities thereon and the appurtenances thereof. No roofing material shall be allowed other than tile, wood shingles or shakes, or a composition roofing, which shall meet standards prescribed by the Architectural control Committee. The surface materials used in construction of driveways and front sidewalks shall be subject to approval by the Architectural Control Committee. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Property.

**Section 3. Approved General Contractors.** No construction of a building, structure, fence, wall or other improvement shall be commenced in the Property until the general contractor to perform such construction shall have been approved in writing by the Architectural Control Committee, which approval shall not be unreasonably withheld. In the event the Architectural Control Committee fails to approve or disapprove a general contractor within ten (10) working days after his name is submitted to it, approval will not be required, and the provisions of this Section 3 will be deemed to have been fully satisfied. The Developer may from time to time designate one (1) or more general contractors or builders to be an Approved Builder. The Developer may also from time to time subsequently withdraw its designation of certain general contractors and builders as being an Approved Builder. An Approved Builder on the date of the commencement of construction of a building, structure, fence, wall or other improvement shall be deemed to be an approved general contractor by the Architectural Control Committee for purposes of this Section 3.

**Section 4. No Liability.** Neither Developer, the Association, Board of Directors, or the Architectural Control Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plan and specifications, and every Owner agrees that he will not bring any action or suit against Developer, the Association, Board of Directors, the Architectural Control Committee, or any members thereto to recover any such damages.

**Section 5. Rules and Regulations, Minimum Construction Standards.** The Architectural Control Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof. Likewise, the Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards, provided, however, that such outline shall serve only as a minimum guideline and the Architectural Control Committee shall not be bound thereby or prohibited from proposing additional (even more stringent) requirements or adopting amendments to such minimum construction standards to relax, reduce or otherwise modify such standards from time to time.

**Section 6. Variances.** Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Control Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee pursuant to this Article IV. on such terms and conditions as it shall require; provided, however that all such variances shall be in keeping with the general plan for the improvement and development of the Property. It is further provided, however, that the Developer, Developer II Corporation, hereby reserves the right of approval or disapproval of all variances which may affect building setback lines, Lot area and structure locations.

**Section 7. Remodeling, Renovation and Redecorating of Exterior Walls.** No remodeling, renovation or redecoration of any exterior wall of any Living Unit or other building on a Lot which in any manner changes the visual appearance of such exterior wall (including, but not limited to, changing the color, appearance, texture or reflective character of any exterior surface; the additional or alteration of shutters, awnings or other window coverings or the addition of wall applications) shall be allowed until the plans and specifications describing the work to be performed have been approved in writing by the Architectural Control Committee as provided herein. Such, remodeling, renovation or redecoration shall, for purposes hereof, be deemed to constitute an alteration of any building subject to the provisions of Section 2 above.



## ARTICLE V EASEMENTS

**Section 1. General.** The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever connections for sanitary sewer and/or water or electricity, gas or telephone and cable televisions lines or drainage facilities are installed within the Property, which connection lines or facilities of any portion thereof, lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary to enter upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as to when the same may be necessary as set forth below.

(b) Wherever connections for sanitary sewer and/or water or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which serve his Lot.

**Section 2. Reservation of Easements.** Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Developer, together with the right to grant and transfer same.

**Section 3. Surface Areas of Utility Easements.** Easements for the installation and maintenance of utilities reserved as shown and provided for on the Subdivision Plat. With the exception of certain Lots located on the perimeter of the subdivision, underground electric, gas and telephone service shall be available to the remainder of the Lots in the subdivision. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Developer or Builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantor nor the utility company using the easements shall be liable for any damage done by either them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

**Section 4. Streets.** All Lots within the subdivision shall abut and have access to a private or public street. Public and private street rights-of-way are shown on the Subdivision Plat.

**Section 5. Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Area, including but not limited to private streets, corridors or driveways in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Common Area to render any service.

**Section 6. Universal Easement.** Each Lot and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted to Developer, over all adjoining Lots and Common Areas for the Purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting provided, however that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over the adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachment so long as they shall exist. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.



**Section 7. Public Easement.** There is hereby reserved to Developer, its successors and assigns, an easement for public ingress and egress over any public pedestrian pathways. This easement shall not imply any right of public use of the Common Area or Common Facilities owned by the Association.

**Section 8. Audio and Video.** In the event that audio and video communication services and utilities are made available to any said Lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

**Section 9. Underground Electric Distribution System.** With the exception of an overhead electric distribution system serving certain Lots located in the Subdivision, an underground electric distribution system serving certain Lots located in the Subdivision, an underground electric distribution system will be installed in Golf Green Garden Homes, Sections One, Two & Three, which underground service area embraces the remainder of the Lots which are platted in Golf Green Garden Homes, Sections One, Two & Three. The Owner of each Lot containing a single dwelling unit, or the Owner/Developer shall, at his or its costs, furnish, install, own and maintain (all in Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has, either by designation on the Subdivision Plat or by separate Instrument, granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various 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 shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the company furnishing service) for the location and installation of the meter of the electric company for each dwelling unit involved. For so long as underground service is maintained in Golf Green Garden Homes, Sections One, Two & Three, the electric service to each dwelling unit therein shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

## ARTICLE VI UTILITY BILLS, TAXES AND INSURANCE

**Section 1. Obligation of Owners.** Owner's utility bills, taxes and insurance shall be governed by the following:

(a) Each Owner shall have his separate electric, gas (unless total electric dwelling) and water meter and shall directly pay at his own cost and expense for all electricity, gas, water, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him on the Lot.

(b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or his Lot and his improvements thereon.

(c) Each Owner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own residence, and his additions and improvements thereto, including decorations, furnishings and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the Association as part of the common expense in connection with Common Properties and Common Facilities.

**Section 2. Obligations of the Association.** The Association shall have the following responsibilities regarding utility bills, taxes and insurance:

(a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties or Common Facilities or any party thereof.

(b) The Association shall directly render for taxation and, as part of the common expense of all Owners, shall directly pay all taxes levied or assessed against or upon the Common Properties, the Common Facilities and any property appertaining thereto.



(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy of policies to insure the structures and facilities, if any, located in the Common Properties and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Properties and Common Facilities.

(d) All costs, charges and premiums for all utility bills taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the maintenance assessment.

## ARTICLE VII MAINTENANCE AND REPAIRS

**Section 1. By the Owners.** It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his Living Unit and any other improvements on his Lot and the fixtures, appliances, equipment and the appurtenances thereto and also including the private driveway appurtenant to his Living Unit, sidewalks and fences which are appurtenant to his Living Unit and otherwise situated on his Lot. The Association shall have no duty or obligation to any Owner in this regard.

**Section 2. By the Association.** The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Properties and all parts thereof, including but not limited to, landscaped lawns, esplanades, parking areas and improvements and facilities owned by the Association, including but not limited to those Common Facilities specifically mentioned in Section 7 of Article I hereinabove, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of any private driveway, sidewalk, and fence or fences which are appurtenant to his Living Unit. Further, the Association, as a common expense of all Owners, shall periodically mow the front lawns of all of the Lots.

## ARTICLE VIII RESTRICTIONS OF USE

**Section 1. Single Family Residence.** All buildings, structures, and other improvements erected, altered, or placed in the Property shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish or construction of any Living Unit shall be at least fifty-one percent (51%) brick, stone, or other approved masonry, exclusive of windows, doors, and other building openings; in computing such percentage, roof areas shall be excluded, but attached garages, if any, porches, and other structures constituting part of the Living Unit proper shall be included. The Architectural Control Committee shall have the right to require additional brick, stone, or other approved masonry application in use in the construction of a Living Unit and private garage if, in the exercise of its approval of plans and specifications, it should determine that same will better maintain the aesthetic quality and general plan and scheme of the Properties and the Common Facilities. No building shall be erected, altered or permitted to remain on any single Lot, other than one single-family residential dwelling with approved servant's quarters and a private four sided garage for not less than two (2) cars. No carports shall be permitted in the Subdivision; provided, however, that this provision shall not be construed to prohibit the incorporation of a porte cochere treatment in the site and schematic plans submitted to the Architectural control Committee for its approval in accordance with the provisions of Section 2, Article IV hereof, provided that the porte cochere treatment shall be an integral part of the architectural design of the proposed improvements and shall be constructed in a fashion and of materials which the Architectural Control Committee shall, in the exercise of its judgment, determine to be compatible with the overall character and aesthetics of the Property. Any servant's quarters which may be constructed on any Lot shall not be used for rental purposes, and may be used only by servants who are employed in the dwelling erected upon the same Lot where such quarters are located, or by members of guests of the family occupying the dwelling on said Lot. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes.

**Section 2. Reasonable Enjoyment.** No nuisance shall ever be erected, placed, or suffered to remain upon any Lot in the Property and no Owner of or resident on any Lot in the Property shall use the same so as to endanger the health or disturb the reasonable



enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

**Section 3. Animal Husbandry.** No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or Livestock of any kind shall ever be kept in the subdivision except that dogs, cats or other common household pets (not to exceed the total of two (2) animals) may be kept by the Owner or resident of any Living Unit, provided there are not kept for any commercial purpose.

**Section 4. Trash and Rubbish Removal.** No trash, rubbish, garbage, manure or debris of any kind shall be kept or allowed to remain on any Lot. The Association shall have the option to contract on behalf of all Owners with a trash removal company for the purpose of trash collection at regular intervals, the costs of such shall be included as common expense of the Association. Should the Association not provide trash removal service, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. Prior to such removal of all prohibited matter such matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereof.

**Section 5. Oil and Mining Operations.** No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind; no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Properties.

**Section 6. Septic Tanks.** No privy, cesspool or septic tank shall be placed or maintained in the Property.

**Section 7. Storage of Boats, Trailers and Other Vehicles and Equipment.** No boat, trailer, recreation vehicle, camping unit, bus, truck or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor, and (ii) this restriction shall not apply to automobiles in good repair and attractive condition, provided that any such automobiles are parked on an improved driveway which has been approved by the Architectural Control Committee.

**Section 8. Visual Screening on Lots.** The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, greenbelts, or other facilities where the rear or side yard portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, as to conceal them from view of neighboring Lots.

**Section 9. Construction Work.** Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work of noisy interior construction work shall be permitted only after 6:00 a.m. and before 9:00 p.m.

**Section 10. Television and Radio Antennas.** Without the prior written authorization of the Architectural Control Committee, no television or radio antenna or satellite dish of any sort shall be placed, allowed or maintained outside a Living Unit or on the exterior of any building or other improvement located on a Lot. Provided that prior written authorization specified above shall have been received, the installation of any such approved television or radio antenna or satellite dish shall be conducted in strict accordance with the terms of the written authorization by the Architectural Control Committee and this Declaration, shall be located and placed on a Lot so as to be out of the normal sight lines from adjoining streets and rights-of-way and/or adjoining lots and shall be screened from view by a separate fenced enclosure satisfying the specifications provided for fences in this Declaration, and such fenced enclosure to be installed within ten (10) days of substantial completion of the antenna or satellite dish installation.

**Section 11. Electrical, Telephone and Other Utility Lines.** All electrical, telephone and other utility and facilities which (i) are located on a Lot (ii) are not within or a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.



**Section 12. House Numbers and Mail Boxes.** House numbers, mail boxes and similar matter used in the Property must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

**Section 13. Visual Obstructions at Intersections of Private or Public Streets.** No fence, wall, tree, hedge, planting or object shall be maintained in the Property in such manner as to obstruct sight lines for vehicular traffic between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersection right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection of the right-of-way line or extensions thereof.

**Section 14. Signs, Advertisements and Billboards.** No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the Properties, any Lot or Living Unit except one sign for each Lot, of not more than five (5) square feet for the purpose of advertising the property for sale or rent, provided, however, that Developer, its agents and assigns, may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of the Properties. Developer or the Association shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of this Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

**Section 15. Lot Maintenance.** The Owner of each Lot shall maintain the same and adjacent street right-of-way, and the improvements, trees, hedges and planting thereon, in a neat and attractive condition. The Association shall have the right, after ten (10) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such Owner, (i) with the exception of the front lawns which are to be periodically mowed by the Association pursuant to Article VII, Section 2 hereof, to mow the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height or the manner in which it is permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within the same period of time, such Owner shall be obligated to pay interest thereon at the maximum lawful rate per annum allowed by applicable law, and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be deemed "Charges" under the terms of Article III, Section 9 for all purposes and shall be secured by the continuing Vendor's Lien on such Owner's Lot.

**Section 16. Driveways.** The Owner of each Lot shall construct and maintain at his expense a driveway of not less than ten (10) feet in width from his garage to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting the driveway thereto.

**Section 17. Minimum Square Footage.** No building or Living Unit in the Property shall exceed two and one-half stories in height. Furnished attics and/or basements shall not be considered for the purposes of this Section 17 to be separate stories. No Living Unit shall contain less than 2,100 square feet for a one story structure and 2,400 for a greater than one story structure, unless the Architectural Control Committee agrees to the contrary in writing. All computations of living area shall be exclusive of attics, basements, open and screened porches, open terraces, stoops, patios, driveways, garages and detached servants quarters. Measurements shall be to the face of the outside walls of the living area.

**Section 18. Building Requirements.** As to each Lot in the Property, the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

(a) No building (i) shall be placed or built on any Lot nearer the front lot line or nearer to a side street line than the building lines therefor shown on the Subdivision Plat. or (ii) shall encroach on any easement shown on the Subdivision Plat.

(b) Before the Living Unit constructed on the Lot is completed, the Owner shall construct an improved walkway, to be approved by the Architectural Control Committee, at least four (4) feet in width from the front door of the residence to the street curb or to the



private driveway. No City of Houston standard sidewalks (or any other sidewalks) shall be permitted, and all walkways shall require the prior approval of the Architectural Control Committee.

(c) Each residence located on a corner lot shall face the private or public street having the lesser frontage.

(d) No garage entrance shall face the private or public street on which the residence fronts, unless such garage is located at least sixty (60) feet or more from the front line of the Lot. The Architectural Control Committee may, in its sole discretion, waive this requirement in writing.

**Section 19. Location of Improvements.** Unless the Architectural Control Committee agrees to the contrary in writing and subject to limitations as outlined on the recorded Subdivision Plant, (i) no building on any Lot in the Property shall be located nearer than three (3) feet to any interior side line of the Lot, and (ii) no part of a main residential structure, exclusive of one story garages, shall be located nearer than ten (10) feet from the rear line of the Lot. Brick wing walls, provided they are attached to the residence and parallel to the front line of the lot, can be extended to the said Lot line.

**Section 20. Sod.** The Owner of each Lot, as a minimum, shall solid sod with grass the front and side yards of his Lot. The grass shall be of a type and within standards prescribed by the Control Committee.

**Section 21. Outbuildings.** No treehouse shall be permitted on any Lot in the property without prior written approval from the Architectural Control Committee. No metal storage outbuilding shall ever be erected, placed or maintained upon any Lot in the Property. Any other type of permitted outbuilding must be in keeping with the overall character and aesthetics of the Living Unit located on the Lot. The Architectural Control Committee is hereby authorized to determine what constitutes a violation of this restriction.

**Section 22. Removal of Dirt and Trees.** The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

**Section 23. Lot Drainage.** All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

(a) Any such water shall drain or flow from the rear Lot line to the front Lot line into adjacent streets and shall not be allowed to drain or flow upon adjoining Lots or Common Properties unless an easement for such purpose is granted. The builder and/or Owner shall provide drains or swales to effect such drainage upon construction of the Living Unit on the Lot.

(b) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

(c) No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with the established slope ratios or interfere with established drainage functions or facilities established for the Properties.

**Section 24. Roof Projections.** No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

**Section 25. Window Coolers.** No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any building on any part of the Property.

**Section 26. Landscape Maintenance.** All landscaping of every kind and character including shrubs, trees, grass, and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance.



Section 27. **Garbage Disposals.** All residences shall be equipped with garbage disposals, and said disposals shall be kept in good working order at all times.

Section 28. **Use of Lots by Developer During Construction and Sales Period.** Notwithstanding the foregoing provisions of this Article VIII, Developer and its permittees shall have the exclusive right to erect, place and maintain on their respective Lots in the Property such facilities (including, but not limited to, offices, storage areas, model units, flags and signs) as in Developer's sole discretion may be necessary or convenient to improve and/or sell Lots in the Property.

Section 29. **Use of Common Properties and Facilities by Developer During Construction and Sales Period.** Likewise, notwithstanding the foregoing provisions of this Article VIII, Developer and its permittees, shall have the exclusive right to erect, install, place and maintain within or about the clubhouse portion of the Common Facilities such facilities (including, but not limited to, offices, promotional and marketing facilities) as in Developer's sole discretion may be necessary or convenient to the marketing and sale of Lots in the Property.

## ARTICLE IX GENERAL PROVISIONS

Section 1. **Enforcement.** The terms and provisions of this declaration shall run with and bind the land in the Property, and shall inure to the benefit of and be enforceable by Developer, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by this Declaration and failure of Developer, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 2. **Incorporation.** The terms and provisions of this Declaration shall be construed as being adopted in each any every contract, deed, or conveyance hereafter executed by Developer conveying all or any part of the land and/or Lots in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

Section 3. **Amendments.** This Declaration may be amended in whole or in part by an instrument executed by the president of the Association when approved by (i) Members entitled to cast not less than ninety percent (90%) of the aggregate of the votes of all classes of Membership if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the Members entitled to cast not less than seventy-five percent (75%) of the aggregate of the votes of all classes of Membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

Section 4. **Amendments by Developer.** The Developer shall have and reserves the right at any time and from time to time, without the joinder or consent from any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency and for any other such purpose as the Developer deems to be consistent with the furtherance of the general plan and scheme of development of the Property, provided that any such amendment shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 5. **Books and Records.** The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and any other matters to the end of that Inspection of the books and records by any Member or Members will not become burdensome to nor constitute harassment of the Association.

Section 6. **Annexation.** Additional residential property and "Common Properties" may be annexed to the Properties as follows:

- (a) With the consent of two-thirds (2/3) of each Class of Members.



(b) Notwithstanding anything contained in (a) above, additional land within the area described in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes may be annexed from time to time by the Developer, its successors or assigns, without the consent of the other Owners, or their mortgages, within twenty (20) years of the date of recording this instrument.

(c) The annexation or additional may be accomplished by the execution and filing for record by the owner of the property being added or annexed of any instrument which may be called "SUPPLEMENTAL DECLARATION" which shall at least set out and provide in substance the name of the owner of the property being added or annexed who shall be called the "Developer"; the perimeter description of the property being added or annexed; the description of the residential areas and of the Common Properties of the property being added or annexed and the rights and easements of the Owners in and to the Common Properties; that the property is being added or annexed in accordance with the provisions of this Declaration, and that the property being added or annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration; that all of the provisions of this Declaration shall apply to the property being added or annexed with the same force and effect as if said property were originally included therein as part of the original development, and such "SUPPLEMENTAL DECLARATION" may contain other provisions which are not consistent with the provisions of this Declaration or the general scheme or plan to development of Golf Green Garden Homes, Sections One, Two & Three, as a residential development Nothing in this Declaration shall be construed to represent or imply that Developer, its successors or assigns, are under any obligation to add or annex additional property to this residential development.

(d) At such time as the "SUPPLEMENTAL DECLARATION" is filed for record as hereinabove provided, the addition or annexation shall be deemed accomplished and the added or annexed area shall be a part of the Properties and subject to each and all of the provisions of this Declaration and to the jurisdiction of the Association in the same manner and with the same force and effect as if such added or annexed property had been originally included in this Declaration as part of the initial development.

(e) After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the added or annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common maintenance fund for the Properties.

**Section 7. Rights of Mortgagees, Trustees or Lienholders.** No violations of any of these restrictions, covenants or conditions, shall affect or impair the rights of any Mortgagee, Trustee or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

**Section 8. Right to Subdivide or Resubdivide.** Prior to the time Developer parts with title thereto, Developer shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in the Property.

**Section 9. Building Sites.** With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements, limited to the improvements permitted in Article VIII, Section 1 hereinabove, may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration, except that all future assessments payable by the Owner of a building site comprised of more than one Lot combined in accordance with this Section 9 will be based upon an assessment for each of the originally platted Lots so combined.

**Section 10. No Obligation as to Adjacent Property.** The Property is a part of a larger tract or block of land owned by Developer and/or its other affiliated entities. While Developer and/or its other affiliated entities may subdivide other portions of its property, or may subject the same to this Declaration such as this Declaration, Developer and/or its other affiliated entities shall have no obligation to do so, and if Developer and/or its other affiliated entities elects to do so, any subdivision plat or declaration executed by Developer and/or its other affiliated entities with respect to any of its other property may be the same as or as similar or dissimilar to any subdivision plat covering the Property, or any part thereof, or to this Declaration.

**Section 11. Duration.** This Declaration shall remain in full force and effect for a term of (30) years from the date this Declaration is recorded in the Office of County Clerk of Harris County, Texas, after which time this Declaration shall be extended



automatically for successive periods of ten (10) years unless and until an instrument signed by the Members entitled to cast not less than three-fourths (3/4) of the aggregate votes of all Classes of Membership has been filed for record in the Office of County Clerk of Harris County, Texas agreeing to terminate this Declaration. Such an instrument so filed for record, whichever is the later date.

Section 12. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.


Section 13. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 14. Titles. The title of this Declaration and of Articles and Section contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in this Declaration.

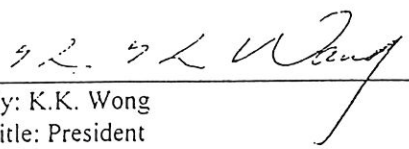
Section 15. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Developer and the Association, and their respective successors and assigns.

EXECUTED effective the 1<sup>st</sup> day of December, 1997.

Mansions of Golf Green Corp.,  
a Texas corporation

  
By: Rocky Lai  
Title: President

Golf Green Garden Homeowners Association, Inc.  
a Texas non-profit corporation.

  
By: K.K. Wong  
Title: President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Rocky Lai, in his capacity as President of Mansions of Golf Green Corp., a Texas corporation, known to be the person whose name is subscribed to the foregoing instrument and he 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of May, 1998.



  
Notary Public In and for  
the State of Texas

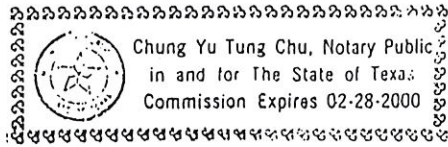


THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared K.K. Wong, in his capacity as President of Golf Green Garden Homeowners Association, Inc., a Texas non-profit corporation, known to be the person whose name is subscribed to the foregoing instrument and he 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of May, 1998.



Chung Yu Tung Chu  
Notary Public In and for  
the State of Texas