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151-89-2087

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LAKESIDE PARK TOWNHOME APARTMENTS

Harris County, Texas

FILED  
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*Anita Roddeheaver*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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*Keith J. Smith*  
Deputy



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 FOR  
 LAKESIDE PARK TOWNHOME APARTMENTS

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By Christy J. Smith  
 Deputy



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By *Deputy*  
Deputy



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS :

FOR

LAKESIDE PARK TOWNHOME APARTMENTS

151-69-2091

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made on the date hereinafter set forth by LAKESIDE PARK, LIMITED, a Texas Limited Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Harris, State of Texas, out of LAKESIDE PARK TOWNHOME APARTMENTS and which is more particularly described on the attached Exhibit "A".

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1 ASSOCIATION. "Association" shall mean and refer to LAKESIDE PARK TOWNHOME OWNERS ASSOCIATION, INC., its successors and assigns.

1.2 OWNER. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, 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 lienholder who acquires fee simple title to any Lot which is a part of the Property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

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HARRIS COUNTY, TEXAS

By *Dorothy J. Smith*  
Deputy



DOROTHY J. SMITH

1.3 PROPERTY. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions as may hereafter be brought within the jurisdiction of the Association.

1.4 COMMON AREA. "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the members of the Association including, but not limited to, all recreational facilities, community facilities, swimming pools, storage facilities, carpools, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits and other public utility lines situated thereon. The Common Area shall mean and refer to all of the property described in Exhibit "A" attached hereto save and except those four (4) certain parcels of land described in Exhibit "B" attached hereto, upon which parcels there is, or will be, constructed, single family townhomes, together with all other property to be conveyed to the Association by Declarant in connection with annexation of additional properties, as set forth in Article X hereof.

1.5 LOT. "Lot" shall mean and refer to each of those thirty-four (34) tracts of land within and out of those four (4) parcels of land described in Exhibit "B" hereto, and any tract of land within any additional property that may be annexed pursuant to Article X hereof, on which there is, or will be, constructed a single family townhome.

1.6 TOWNHOME. "Townhome" shall mean a single family residence unit constructed on a Lot.

1.7 MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.8 LIENHOLDER. "Lienholder" and "First Mortgage" shall mean the holder of a first lien mortgage on any Townhome in the development.

1.9 CONSTRUCTION PERIOD. "Construction Period" shall mean that period of time from the date hereof until construction of Townhomes on all Lots within the Property has been completed and all Lots within the Property are conveyed to Owners other than Declarant; provided, however, that the Construction Period as defined immediately preceding shall be terminated thirty (30) days after written notice from Declarant to the Association of Declarant's intention to terminate the Construction Period.

1.10 DECLARANT. "Declarant shall mean and refer to LAKESIDE PARK, LIMITED, and its successors and assigns if such successors or assigns are designated in writing by LAKESIDE PARK, LIMITED, as a successor or assign of the rights of LAKESIDE PARK, LIMITED, set forth herein.

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By *Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

1.11 EXISTING PROPERTY. "Existing Property" shall mean and refer to that real property described in Exhibit "A" attached hereto.

ARTICLE 11

PROPERTY RIGHTS

2.1 OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have 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 or storage facility upon the Common Area;

(b) the right of the Association to suspend a member's voting rights and right to the use of recreational or other facilities owned or operated by the Association for any period during which any assessment against his Lot 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 or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (i) an instrument of agreement in such dedication or transfer, signed by seventy-five (75%) percent of each class of Members entitled to vote is properly recorded, in the Official Public Records of Real Property of Harris County, Texas, and (ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than ten (10) days, nor more than fifty (50) days in advance of said action.

(d) the right of the Association to limit the number of guests of members;

(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, subject to the consent of all Lienholders, to mortgage said property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

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

(g) the right of the Association to designate, subject to the provision in subparagraph (f) above, excess parking as "guest" parking for the exclusive use of bona fide guests of Owners;

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By *Dorothy J. Smith*  
Deputy



DOROTHY J. SMITH

(h) the right of the Association to make rules and regulations relating to traffic flow on street parking and other uses of the streets and drives on the Property.

2.2 DELEGATION OF USE. Any Owner may delegate, in accordance with the by-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property. The Owners hereby covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of the Restrictions, rules and regulations applicable to the property, and further providing that non-compliance with the terms of the lease shall be a default thereunder.

2.3 TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that it will convey 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 restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area.

2.4 PARKING RIGHTS. Ownership of each Lot shall entitle the Owner or Owners thereof to the exclusive use of a carport covering two (2) automobile parking spaces which shall be as near to said 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 Lot the land consisting of the parking spaces then being used by such Lot Owner under the terms of this Paragraph 2.4.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

3.1 MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, 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 (1) membership. Membership

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Deputy



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shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any mortgage or lienholder who acquires title to any lot which is a part of the Property, through judicial or non-judicial foreclosures, shall be a member of the Association.

3.2 VOTING RIGHTS. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be Declarant, and shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

- (a) when, after completion of all allowed annexations in accordance with Article X, the total votes in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) five (5) years from the filing date hereof in the Office Public Records of Real Property of Harris County, Texas.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Declarant, for each Lot Owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessment to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is

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made; Declarant hereby reserving unto the Association an express Vendor's Lien in and to each Lot to secure payment thereof. Each such assessment, together with such interest, costs and reasonable attorney's fees shall all be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

151-89-2096

4.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, the Common Area and services and facilities relating to the use and enjoyment thereof and of the Townhomes situated thereon. Assessments shall include, but are not limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement and maintenance of the Common Area and exterior maintenance of the Lots or Townhomes as herein authorized or as may from time to time be authorized by the Board of Directors; and the cost of other facilities and service activities including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, swimming pool, recreational building and equipment, roofs and exterior walls and fences of the Townhomes, carports and storage facilities, including roofs, garbage pickup, sewer, water and sewer service furnished to Townhomes by the Association, and 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 repair, maintenance, taxes and other charges as specified herein.

4.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment for two (2) bedroom Townhomes shall be 1,020 per Lot, and the maximum annual assessment for three (3) bedroom Townhomes shall be 1,260 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the respective maximum assessments may be increased effective January 1 of each year without a vote of the membership by an amount whereby the aggregate assessments will not exceed one hundred and twenty percent (120%) of the budget of the preceding year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the respective maximum annual assessments may be increased by an amount whereby the aggregate assessments exceed

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one hundred and twenty percent (120%) of the preceding year's budget only by the written approval of the Owners entitled to cast one-half (1/2) of the total votes outstanding of the members of each class.

151-89-2097

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the respective maximums.

4.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of the roofs and exterior surfaces of the Townhomes and parking areas, or of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of the Owners entitled to cast one-half (1/2) of the total votes outstanding of each class of the Association.

4.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 4.3 AND 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 4.3 or 4.4 shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by each class of the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements. In lieu of a meeting, a door to door canvass may be used to get the written consent of fifty percent (50%) of each class of the Members.

4.6 RATES OF ASSESSMENT. Both annual and special assessments shall be fixed at rates whereby assessments for three (3) bedroom Townhomes will equal approximately 125% of the assessments for two (2) bedroom Townhomes, regardless of location, and shall commence and be due in accordance with the provisions of Paragraph 4.7 hereof.

4.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.

(a) As to each Lot owned by an Owner other than Declarant, the annual assessment shall commence on the date that such Lot is conveyed by Declarant to Owner.

(b) As long as Declarant holds any Class B voting rights as set out in Article III, Paragraph 3.2 herein, Declarant shall not be liable for annual assessments as set out in Paragraph 4.7(a) of this Article IV. However, Declarant shall be responsible for the difference in the cost of maintenance borne by

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the Association and the assessments received from the Unit Owners holding Class A votes.

The annual assessment shall be due and payable in advance by each Owner to the Association in monthly installments or as otherwise directed by the Board.

The annual assessment for the first assessment year shall be fixed by the Association prior to the sale of the first lot to an Owner. Except for the first assessment year, the Association shall fix the amount of the annual assessment at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the annual assessment upon thirty (30) days' written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.

(a) Affirmative and Independent Obligation to Pay Assessments.

All payments of the assessments shall be made to the Association at its principal place of business in Harris County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the assessments shall be a continuing affirmative covenant both personal to the Owner (other than the Declarant) and any subsequent Owner of his Townhome and a covenant running with the land. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him the responsibility for the payment of assessments attributable to a period prior to the date he purchased his Townhome.

(b) Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. With respect to each assessment not paid within ten (10) days after its due date, the Association may, at its

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election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed Fifteen (\$15.00) Dollars per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency until paid at the rate of nine and one-half percent (9-1/2%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Subparagraph (c) of this Paragraph 4.8, foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with costs of action. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments.

(c) Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Official Public Records of Real Property of Harris County; said notice of claim must cite a good and sufficient legal description of any such Lot, the Record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

(d) Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Article 3810 of the Revised Civil Statutes of the State of Texas, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(e) Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of

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ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Deputy



DOROTHY J. SMITH

the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed Fifteen (\$15.00) Dollars, to cover the costs of preparing and filing or recording such release.

(f) Notice to Mortgagee. Upon written request by a First Mortgagee, the Association shall provide the Mortgagee with written notice of any default by the Owner-Mortgagor in the performance of such Owner's obligations hereunder, including payment of assessments, which is not cured within thirty (30) days after default; provided that any such requirement of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration. The Association may charge a reasonable fee for providing any such notices hereunder.

(g) Cumulative Remedies. The assessment lien and the rights to foreclosure sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the assessments provided for herein shall be subordinate to the lien of any first mortgage, including the lien of Declarant's mortgages covering all or portions of the Property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer, except for its pro-rata share resulting from a reallocation among all units. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due, according to the terms herein provided.

4.10 EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the Laws of the State of Texas shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

4.11 MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall

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By *Dorothy J. Smith*  
Deputy



DOROTHY J. SMITH

151-89-2101

provide that said management agreement may be canceled with thirty (30) days' written notice when authorized by majority vote of Members of the Association. In no event shall such management agreement be canceled prior to execution by the Association or its Board of Directors of a new management agreement unless the new management agreement will 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 Members of the Association may terminate the professional management of the Property and assume self-management by the Association upon written agreement executed by Members entitled to cast a majority of the votes of the Association. In such event, notice of such action shall be given all Lienholders prior to the effective date of termination.

4.12 INSURANCE REQUIREMENTS.

(a) The Association, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all the Common Area, and all damage or injury caused by the negligence of the Association or any of its employees or agents. Such comprehensive public liability policy shall have coverage of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury and/or property damage; and also shall contain a clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner. The Association shall also obtain and maintain blanket fire and extended coverage casualty insurance for no less than one hundred percent (100%) of the insurable value (based on current replacement cost) for all the Townhomes (exclusive of any improvements, additions or betterments made to such Townhomes by the Owners) and all improvements and items of personal property, if any, on the Common Area and owned by the Association. Said insurance may include coverage against vandalism. The Association also shall obtain and maintain fidelity insurance for the acts of its directors, officers, managers, volunteers and employees responsible for the handling of funds collected by the Association as provided herein, which shall be in an amount not less than one and one-half times the Association's estimated annual operating expenses and reserves. Except for pro-rata portions

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of the first year's prepaid premium that may be paid directly by the Initial Purchaser of a Lot from Declarant, premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written in the name of the Association as the insured for the benefit of the Owners in accordance with the terms of this Declaration, and the Owners will cooperate with the Association by doing any and all such acts and things as may be necessary to effect such insurance. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, liability insurance, theft insurance, insurance on any interior improvements, additions or betterments made by such Owner to his Townhome, and other insurance covering personal property damage and loss.

(b) In the event of damage or destruction by fire or other casualty to any Townhome, storage area or other property covered by insurance carried and maintained by the Association, the insurance proceeds shall be paid to the Association (notwithstanding any provision to the contrary in any mortgage or mortgages covering any such property), and the Association shall, to the extent the Association receives the insurance proceeds, have the duty and obligation to repair, replace or rebuild such damaged or destroyed portions of the Townhome, storage area and other property in a good and workmanlike manner in conformance with the original plans and specifications of said Townhome or other property. The Owners shall have the duty and obligation to sign any documents and do any things which may be reasonably necessary to enable the Association to fulfill its obligation to collect and receive such insurance proceeds and to repair, replace or rebuild such damaged property.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

5.1 PHYSICAL RESTRICTIONS. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, or the patio or carport used in connection with any Lot after the purchase of any <sup>such</sup> Lot from Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated

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committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required; and this Article will be deemed to have been fully satisfied. Approval, once given, shall be irrevocable.

ARTICLE VI

EXTERIOR MAINTENANCE

6.1 ASSOCIATION RESPONSIBILITIES. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot 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, enclosed patio areas, window and door fixtures and hardware, air conditioning equipment and owner landscaping.

6.2 OWNER RESPONSIBILITY. In the event 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, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

7.1 GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the Townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent 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.

7.2 SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared in equal proportions by the Owners who make use of it. If other Owners thereafter make use of the wall, they shall contribute to the cost of any restoration necessary in proportion to such use without prejudice, however, to the right to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.3 WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall

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Deputy

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to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

7.4 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.

7.5 ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) 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 after written request therefore, the Board of Directors of the Association shall select an arbitrator for the refusing party.

#### ARTICLE VIII

##### USE RESTRICTIONS

8.1 RESIDENTIAL USES AND LIMITATIONS. Except for Common Area facilities, the Property is hereby restricted to residential dwellings for residential use only. 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 or storage facilities which are a part of the Common Area. All buildings or structures erected upon said Property, except for the Common Areas, shall be of new construction; and no buildings or structures shall be moved from other locations onto said Property; and no subsequent buildings or structures other than Townhomes shall be constructed. No structures of a temporary character, including trailers, motor vehicles, tents, sheds, garages, bars or other outbuildings, shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

8.2 FREEDHOLD ESTATE. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

8.3 DECLARANT EXEMPTION. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said Townhomes to maintain, during the period of construction and sale of said Townhomes, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhomes, including, but without limitation, a business office, storage area, construction yards, model units and sales office.

8.4 DOMESTIC ANIMALS. No animals, livestock or poultry of any kind

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shall be raised, bred or kept on any of said Lots, except that a reasonable number, consistent with a residence, of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8.5 SIGNS. No advertising signs (except not more than one [1] five [5] square foot "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhome or any resident thereof. Declarant, however, shall have the sole right to erect identifying signs of any size at each entrance to the Subdivision. The Board of Directors reserves the right to approve the design and wording of all signs, and reserves the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period, or of the Association as incorporated or to be incorporated under the laws of the State of Texas, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

8.6 VISUAL CONTROLS. All clotheslines, equipment, service yards or storage piles shall be kept within the patio areas or other screened areas so as to conceal them from view of neighboring Townhomes and streets. All rubbish, trash and garbage shall be kept in containers within the areas provided with each Townhome and designated by the Association for collection purposes.

8.7 SPECIFIC USES. Except in the individual patio areas appurtenant to a Townhome, no planting or gardening shall be done; and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of the Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio and carport areas, except as herein provided or as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in the LAKESIDE PARK TOWNHOME

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Deputy



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APARTMENTS development, and is necessary for the protection of said Owners.

8.8 UNIT FIXTURES AND EQUIPMENT. All fixtures and equipment installed within a Townhome, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhome, 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 Townhome or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhomes or their Owners.

8.9 ANTENNAS. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system.

8.10 PARKING AND STORAGE AREA RESTRICTIONS. No parking space on the Property shall, without express permission of the Association, be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items which the Association deems unsightly or inappropriate. If such space is not available, the Association shall make such rules and regulations for storage of these items as it deems necessary and in the best interest of all Owners.

8.11 NO DISCRIMINATION. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

8.12 FIREARM RESTRICTIONS. No Owner shall use or discharge or permit the use or discharge, on or from his Townhome or elsewhere on the Property, any pistol, rifle (including a pellet gun and air rifle or pistol), shotgun or any other firearm, or any bow or arrow, or any other device capable of killing or injuring or causing property damage.

8.13 OPEN FIRE RESTRICTIONS. No Owner shall build or permit to be built any open fires in his Townhome or elsewhere on the Property; provided, however, that this Paragraph shall not be construed as precluding the use by any Owner of his interior fireplace or of small and safe outdoor cooking facilities such as charcoal grills, but only within his interior patio. No provision of this Declaration shall prohibit the Declarant, or his successors and assigns,

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*Dorothy J. Smith*  
Dorothy J. Smith

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from burning excess trash and debris in proper open areas within the development during the course of construction.

ARTICLE IX

EASEMENTS

9.1 ENCROACHMENTS. Each Townhome and the Property included in the Common Area shall be subject to an easement for minor (one [1] foot or less) encroachments created by construction, settling, 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 exists. In the event a multi-family structure containing two (2) or more Townhome Units is partially or totally destroyed and then rebuilt, the Owners of the Townhomes so affected agree that minor encroachments (one [1] foot or less) onto parts of the adjacent Townhome 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.

9.2 RESERVATION OF VARIANCE. In the original construction of Townhomes upon the Property, Declarant expressly reserves the right, in order to facilitate construction and to avoid monotony of design, to extend front or back walls of homes into adjoining common areas and create a valid permanent easement for the maintenance of same, and for the repair or rebuilding of such encroaching wall in the event of partial or total damage or destruction thereof. Conveyance of the lot, plot or tract upon which any such home is erected shall, without specific mention thereof, serve as a conveyance of the easement for such encroachment.

9.3 ADDITIONAL EASEMENTS. There is hereby created a blanket easement upon, across, over and under said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones, electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhomes. An easement is, in addition, specifically granted to the United States Post Office, its agents and employees to enter upon the streets, Common Areas and Lots in the performance of mail delivery or any other United States Post Office services. An easement

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Deputy



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is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees or any management company duly selected by the Association, to enter in or to cross over the Common Area and/or any Townhome to perform the duties of maintenance and repair provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Property, except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

9.4 UNDERGROUND ELECTRIC SERVICE. Underground single phase electric service may be available to all residential Townhomes on the aforesaid Lots and to the facilities to be constructed on the Common Areas, and the metering equipment shall be located on the exterior surfaces of walls at points to be designated by the utility company. For so long as such underground service is maintained, the electric service to each Townhome and the Common Area facility shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, alternating current. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided the Declarant or Builder makes prior arrangements with the utility company furnishing such service. Such easements for the underground service shall be kept clear of all buildings and neither the Declarant nor the utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents or employees to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

#### ARTICLE X

##### ANNEXATION OF ADDITIONAL PROPERTIES

10.1 ANNEXING ADDITIONAL PROPERTIES. Subject only to the limitations set forth in this Article, Declarant shall have the right, without the consent of any other Owners, to bring within the scheme of this Declaration, in one or more future stages or additions of the development, those additional properties

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Dorothy J. Smith



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described in Exhibit "C" attached hereto and made a part hereof; provided that such additions shall be developed in a manner similar to the development of the Existing Property in accordance with a general plan of development under which (i) the architectural standards prevailing within the Existing Property will be continued in such annexed properties, (ii) the residential dwellings to be constructed on Lots within such annexed properties will be Townhomes and will be similar to the Townhomes constructed on the Existing Property, and (iii) the Lots within the annexed properties will become subject to assessment in the same manner as then prevailing for the Existing Property.

The additions authorized under this Article shall be made by filing of Record: (a) a Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional property which shall (i) extend the scheme of the covenants and restrictions of this Declaration to such property and (ii) provide that the percentage equitable interests in the Common Area of the Owners immediately prior to the filing of such Supplementary Declaration(s) shall be adjusted so that the percentage interest of each Owner after the filing of such Supplementary Declaration shall be equal to the number of Lots owned by such Owner divided by the total number of Lots within the property then subject to this Declaration after such annexation; and (b) a deed from Declarant to the Association which shall convey to the Association all of the area within such additions (except for the Lots therein), as Common Area for the benefit and use of the Owners, with reservation of Declarant's rights set forth in Paragraph 3.2 hereof.

#### ARTICLE XI

##### UTILITIES AND TAXES

11.1 UTILITIES. Each Owner shall be individually responsible for and shall pay for all telephones, electricity and any other utility services furnished to his Lot which are separately metered or billed by the respective utility companies or other party furnishing same. Utilities not separately metered or billed to a Lot shall be the expense of the Association, payable out of the assessments collected by the Association as herein provided.

11.2 TAXES. Taxes, assessments and other charges of the State or of any political subdivision, or any special improvement district or other taxing or assessing authority, shall be assessed by such authorities against and collected on each individual Lot. Each Owner of a Lot shall be individually responsible for payment of the separate taxes, assessments and charges.

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ARTICLE XII

GENERAL PROVISIONS

151-69-2110

12.1 ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.2 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

12.3 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots now in the development or which may hereafter be annexed thereto according to the provisions of these Restrictions. Any amendment must be properly recorded in the Official Public Records of Real Property of Harris County, Texas. However, notwithstanding the above, any amendment hereto or to the By-Laws or to the Articles of Incorporation hereof (i) to allow the Members to alienate the Common Area or (ii) to change the ratio of assessments against Owners as herein provided or (iii) to abandon or terminate the PUD status must have the approval of all Lienholders; and provided further that no such amendment by the Owners shall adversely affect the validity or priority of any mortgage theretofore given to secure either a purchase money or improvement loan on any Lot.

12.4 COMMON AREA ALIENATION. Except as to the Owners Association's right to grant easements for utilities and similar or related purposes, the Common Area and facilities may not be alienated, released, transferred or otherwise encumbered without the approval of all holders of First Mortgage Liens on each Townhome.

12.5 MORTGAGEE RIGHTS. Upon written request to the Owners Association any holder of a First Mortgage Lien will be entitled to: (i) inspect the books and records of the Association during normal business hours; (ii) receive annual financial statements, audited and otherwise, within ninety (90) days following the end of the Association's fiscal year and (iii) receive notice of the Association's fiscal year.

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Deputy



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tion's meetings and designate a representative to attend such meetings.

**12.6 LEASES.** Any lease agreement between an Owner and a lessee shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, By-Laws and Articles of Incorporation, and any violation of any provision of said documents will be a default under the terms of the lease.

**12.7 SUBSTANTIAL TAKING OR DESTRUCTION.** Any holder of a First Mortgage Lien will be entitled to timely written notice of substantial damage to or destruction of any Unit or any part of the Common Area.

**12.8 CONDEMNATION.** If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Area so taken or damaged. In the event it is determined that such Common Area should be replaced or restored by obtaining other land or building additional

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Special Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify as

FEB 25 1980

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



*Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

structures, this Declaration and the Exhibits attached hereto shall be duly amended by instrument executed by the Association on behalf of the Owners.

12.9 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereto apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this 12th day of FEBRUARY 1980.

LAKESIDE PARK, LIMITED  
BY INVERSORA ARAR N.V., a General Partner  
By Joaquin Avellan, Agent and Attorney-in-Fact  
BY David M. Newcomb, General Partner  
BY Francisco Gonzalez, General Partner

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared JOAQUIN AVELLAN, Agent and Attorney-in-Fact for Inversora Arar N.V., a Netherlands Antilles corporation, and FRANCISCO GONZALEZ, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacities therein stated, and as the act and deed of said Lakeside Park, Limited, a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL of office this the 12th day of FEBRUARY, 1980.

Dorinda M. Mackam  
Notary Public in and for  
Montgomery County, Texas  
Dorinda Mackam

NOTARY'S DECLARATION  
ALL BACKFOLDS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS PAID AND RECORDED.

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number so stamped thereon, I hereby certify on

FEB 25 1980

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



By Dorothy J. Smith  
Deputy

DOROTHY J. SMITH

151-89-2113

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID M. NEM-COMB, 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 capacities therein stated, and as the act and deed of said Lakeside Park, Limited, a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL of office this the 12th day of

February, 1980.

*Adalee Norma Joy Katz*  
NOTARY PUBLIC in and for  
HARRIS County, T E X A S  
Adalee Norma Joy Katz

My Commission Expires  
~~April 18, 1981~~  
Notary Public in Harris County, Texas  
My Commission Expires April 18, 1981

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm and having Microfilm Identification Number as stamped herein. I hereby certify on

FEB 25 1980

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



By *Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

SUBORDINATION

151-89-2114

First International Bank in Houston, N.A., the present owner and holder of liens against the Property (as defined in the Declaration), for a sufficient consideration received, does hereby covenant, agree, stipulate and declare that all liens of any kind or nature held by the undersigned and applicable to the Property, or any part thereof, are and shall be subordinate and subject to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions for Lakeside Park Townhome Apartments, and any supplements thereto in accordance with Article X of this Declaration; provided that this subordination shall not be construed to adversely affect the rights of the undersigned as set forth in Section 4.9 of Article IV of the Declaration.

Executed this 21<sup>st</sup> day of February, 1980.

FIRST INTERNATIONAL BANK IN HOUSTON, N.A.

By Edmund F. Madden, Vice President

ATTEST:

Terrie G. Elkins  
TERRIE G. ELKINS, Assistant Cashier

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Edmund F. Madden, Vice President of FIRST INTERNATIONAL BANK IN HOUSTON, N.A., known to me to be the person and officer 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 FIRST INTERNATIONAL BANK IN HOUSTON, N.A.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of February, 1980.



My Commission expires:

Shelley Coppin  
Notary Public in and for  
Harris County, Texas  
SHelley COPPIN  
Notary Public in Harris County, Texas  
My Commission Expires 2-8-81  
458-06-8004

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number 84 stamped thereon, I hereby certify it.

FEB 25 1980

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By Dorothy J. Smith  
Deputy

DOROTHY J. SMITH



Being a 2.5851 acre tract out of the Lakeside Park Townhome Apartments, a plat thereof recorded in Volume 284, Page 119, of the Harris County Map Records; said Lakeside Park Townhome Apartments being the same tract shown as Reserve "A" of a corrected plat of Lakeside Square Subdivision, recorded in Volume 207, Page 101, of said Map Records, and also being the same tract shown as a replat of Lakeside Square Subdivision, Section Two, recorded in Volume 216, Page 69, of said Map Records; said 2.5851 acre tract located in the Christina Williams Survey, Abstract No. 834, Houston, Harris County, Texas, and being more fully described as follows:

COMMENCING at a 5/8 inch iron rod marking the most westerly southwest corner of the said Lakeside Park Townhome Apartments, the same being the northeast intersection of Hayes Road (60 foot width) and Lynbrook Drive (60 foot width);

THENCE N 00° 06' 35" W, with the westerly line of the said Lakeside Park Townhome Apartments, the same being the easterly right-of-way line of said Hayes Road, a distance of 101.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE N 00° 06' 35" W, with the said westerly line of the Lakeside Park Townhome Apartments, the same being the said easterly right-of-way line of Hayes Road, a distance of 28.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 118.78 feet to a point;

THENCE N 00° 06' 35" W, a distance of 194.21 feet to a point;

THENCE N 89° 53' 25" E, a distance of 95.80 feet to a point;

THENCE N 00° 06' 35" W, a distance of 55.79 feet to a point;

THENCE N 89° 53' 25" E, a distance of 261.49 feet to a point on the easterly line of the said Lakeside Park Townhome Apartments, the same being the westerly right-of-way line of Sandy Springs Road (60 foot width);

THENCE S 00° 06' 35" E, with the said easterly line of the Lakeside Park Townhome Apartments, the same being the said westerly right-of-way line of Sandy Springs Road, a distance of 364.00 feet to a 5/8 inch iron rod marking the most easterly southeast corner of the said Lakeside Park Townhome Apartments;

THENCE Southwesterly, with the said easterly line of the said Lakeside Park Townhome Apartments, the same being the westerly right-of-way line of Sandy Springs Road, along the arc of a 25.00 foot radius curve to the right, a distance of 39.27 feet to a 5/8 inch iron rod marking the most southerly southeast corner of the said Lakeside Park Townhome Apartments, and being on the northerly right-of-way line of said Lynbrook Drive; said arc having a central angle of 90° 00' 00" and being subtended by a chord bearing S 44° 53' 25" W, 35.36 feet in length;

THENCE S 89° 53' 25" W, with the southerly line of the said Lakeside Park Townhome Apartments, the same being the said northerly right-of-way line of Lynbrook Drive, a distance of 114.00 feet to a point;

THENCE N 00° 06' 35" W, a distance of 106.00 feet to a point;

THENCE Northwesterly, along the arc of a 5.00 foot radius curve to the left, a distance of 7.85 feet to a point; said arc having a central angle of 90° 00' 00" and being subtended by a chord bearing N 45° 06' 35" W, 7.07 feet in length;

THENCE S 89° 53' 25" W, a distance of 332.07 feet to the POINT OF BEGINNING and containing 2.5851 acres, more or less.

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number so stamped thereon, I hereby certify as true.

FEB 25 1980

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



By *Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH

## PARCEL (BUILDING) NO. 3

151-89-2116

COMMENCING at a point marking the intersection of the east right-of-way line of Hayes Road (60 feet wide) with the north corner of the cutback line of the north right-of-way line of Lynbrook Drive (60 feet wide), said point also being the most westerly, southwest corner of Lakeside Park Townhomes Apartments as recorded in Volume 284, Page 119 of the Harris County Map Records;

THENCE N 89° 53' 25" E, leaving the east line of Hayes Road, a distance of 383.87 feet to a townhouse block corner of 4 units, and being the POINT OF BEGINNING;

THENCE N 00° 06' 35" W, a distance of 74.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 56.50 feet to a point;

THENCE S 00° 06' 35" E, a distance of 18.65 feet to a point;

THENCE S 89° 53' 25" W, a distance of 4.00 feet to a point;

THENCE S 00° 06' 35" E, a distance of 18.35 feet to a point;

THENCE N 89° 53' 25" E, a distance of 4.00 feet to a point;

THENCE S 00° 06' 35" E, a distance of 18.35 feet to a point;

THENCE S 89° 53' 25" W, a distance of 4.00 feet to a point;

THENCE S 00° 06' 35" E, a distance of 18.65 feet to a point;

THENCE S 89° 53' 25" W, a distance of 52.50 feet to the POINT OF BEGINNING, and containing 0.0926 acres (4033.00 square feet) of land, more or less.

## PARCEL (BUILDING) NO. 4

Commencing at a point marking the intersection of the east right of way line of Hayes Road (60 feet wide) with the north corner of the cutback line of the north right of way line of Lynbrook Drive (60 feet wide), said point also being the most westerly, southwest corner of Lakeside Park Townhomes Apartments as recorded in Volume 284, Page 119 of the Harris County Map Records;

THENCE N 00° 06' 35" W, along the east line of Hayes Road, a distance of 84.00 feet to a point;

THENCE N 89° 53' 25" E, leaving the east line of Hayes Road, a distance of 383.87 feet to a townhouse block corner of 8 units, and being the POINT OF BEGINNING;

THENCE N 00° 06' 35" W, a distance of 163.80 feet to a point;

THENCE N 89° 53' 25" E, a distance of 56.50 feet to a point;

THENCE S 00° 06' 35" E, a distance of 18.65 feet to a point;

THENCE S 89° 53' 25" W, a distance of 4.00 feet to a point;

THENCE S 00° 06' 35" E, a distance of 22.45 feet to a point;

THENCE N 89° 53' 25" E, a distance of 4.00 feet to a point;

THENCE S 00° 06' 35" E, a distance of 22.45 feet to a point;

THENCE S 89° 53' 25" W, a distance of 4.00 feet to a point;

THENCE S 00° 06' 35" E, a distance of 18.35 feet to a point;

THENCE N 89° 53' 25" E, a distance of 4.00 feet to a point;

THENCE S 00° 06' 35" E, a distance of 22.45 feet to a point;

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

is above is a full, true, and correct photographic copy of the original record as in my lawful custody and possession, as the same is recorded in the Public Records of said Property in my office and preserved in Microfilm, and having Microfilm Identification Number 284-119-119, I hereby certify as

FEB 25 1980

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

By *Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH



THENCE S 89° 53' 25" W, a distance of 4.00 feet to a point;  
 THENCE S 00° 06' 35" E, a distance of 18.35 feet to a point;  
 THENCE N 89° 53' 25" E, a distance of 4.00 feet to a point;  
 THENCE S 00° 06' 35" E, a distance of 22.45 feet to a point;  
 THENCE S 89° 53' 25" W, a distance of 4.00 feet to a point;  
 THENCE S 00° 06' 35" E, a distance of 18.65 feet to a point;  
 THENCE S 89° 53' 25" W, a distance of 52.50 feet to the POINT OF BEGINNING; and containing 0.2053 acres (8943.50 square feet) of land, more or less.

PARCEL (BUILDING) NO. 5

Commencing at a point marking the intersection of the east right of way line of Hayes Road (60 feet wide) with the north corner of the cutback line of the north right of way line of Lynbrook Drive (60 feet wide), said point also being the most westerly, southwest corner of Lakeside Park Townhomes Apartments as recorded in Volume 284, Page 119 of the Harris County Map Records;

THENCE N 00° 06' 35" W, along the east line of Hayes Road, a distance of 148.00 feet to a point;

THENCE N 89° 53' 25" E, leaving the east line of Hayes Road, a distance of 127.37 feet to a townhouse block corner of 10 units, and being the POINT OF BEGINNING;

THENCE N 00° 06' 35" W, a distance of 52.50 feet to a point;

THENCE N 89° 53' 25" E, a distance of 18.65 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 22.45 feet to a point;

THENCE S 00° 06' 35" E, a distance of 4.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 22.45 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 18.35 feet to a point;

THENCE S 00° 06' 35" E, a distance of 4.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 18.35 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 22.45 feet to a point;

THENCE S 00° 06' 35" E, a distance of 4.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 18.35 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 22.45 feet to a point;

THENCE S 00° 06' 35" E, a distance of 4.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 22.45 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE N 89° 53' 25" E, a distance of 18.65 feet to a point;

THENCE S 00° 06' 35" E, a distance of 56.50 feet to a point;

CERTIFIED COPY CERTIFICATE  
 STATE OF TEXAS  
 COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify as follows:

FEB 25 1980

ANITA RODEHEAVER  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

By *Dorothy J. Smith*  
 Deputy



DOROTHY J. SMITH

THENCE S 89° 53' 25" W, a distance of 204.60 feet to a POINT OF BEGINNING, and containing 0.2562 acres (11158.90 square feet) of land, more or less.

151-89-2118

PARCEL (BUILDING) NO. 8

Commencing at a point marking the intersection of the east right of way line of Hayes Road (60 feet wide) with the north corner of the cutback line of the north right of way line of Lynbrook Drive (60 feet wide), said point also being the most westerly, southwest corner of Lakeside Park Townhomes Apartments as recorded in Volume 284, Page 119 of the Harris County Map Records;

THENCE N 00° 06' 35" W, along the east line of Hayes Road, a distance of 277.80 feet to a point;

THENCE N 89° 53' 25" E, leaving the east line of Hayes Road, a distance of 241.17 feet to a townhouse block corner of 12 units, and being the POINT OF BEGINNING;

THENCE N 00° 06' 35" W, a distance of 52.50 feet to a point;

THENCE N 89° 53' 25" E, a distance of 224.90 feet to a point;

THENCE S 00° 06' 35" E, a distance of 56.50 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.65 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.35 feet to a point;

THENCE S 00° 06' 35" E, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.35 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.35 feet to a point;

THENCE S 00° 06' 35" E, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.35 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.35 feet to a point;

THENCE S 00° 06' 35" E, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.35 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.35 feet to a point;

THENCE S 00° 06' 35" E, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 22.45 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.35 feet to a point;

THENCE S 00° 06' 35" E, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.35 feet to a point;

THENCE N 00° 06' 35" W, a distance of 4.00 feet to a point;

THENCE S 89° 53' 25" W, a distance of 18.65 feet to the POINT OF BEGINNING, and containing 0.2815 acres (12265.25 square feet) of land, more or less.

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify as follows:

FEB 25 1980

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



*Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH



151-69-2119

EXHIBIT "C"

All of LAKESIDE PARK TOWNHOME APARTMENTS, according to map or plat thereof recorded in Volume 284, Page 119 of the Map Records of Harris County, Texas, SAVE AND EXCEPT therefrom that 2.5851 acre tract of land described in Exhibit "A" to this Declaration of Covenants, Conditions and Restrictions.

STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was filed in the Public Records on this date and at this place in accordance with the provisions of Article 16, Section 1, of the Official Code of Laws of the State of Texas, Chapter 161, Section 161.001.

FEB 21 1980



*Rich L. ...*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS  
I have in a full, true, and correct photographic copy of the original record as shown in my lawful custody and possession, as the same is recorded in the Official Public Records of said property in my office and provided a Microfilm, and having Microfilm Identification Number as stamped upon, I hereby certify as

FEB 25 1980

ANITA RODEHEAVER  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



By *Dorothy J. Smith*  
Deputy

DOROTHY J. SMITH