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RESTATED AND AMENDED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FONDREN SOUTHWEST NORTHFIELD, SECTION FOUR (4)

FONDREN SOUTHWEST NORTHFIELD, SECTION FIVE (5)

FONDREN SOUTHWEST NORTHFIELD PATIO HOMES, SECTION ONE (1) AND

FONDREN SOUTHWEST WEST BELLFORT PATIO HOMES, SECTION ONE (1)

ALL HARRIS COUNTY SUBDIVISIONS

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RESTATED AND AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FONDREN SOUTHWEST NORTHFIELD, SECTION FOUR (4)  
FONDREN SOUTHWEST NORTHFIELD, SECTION FIVE (5)  
FONDREN SOUTHWEST NORTHFIELD PATIO HOMES, SECTION ONE (1) AND  
FONDREN SOUTHWEST WEST BELLFORT PATIO HOMES, SECTION ONE (1)  
ALL HARRIS COUNTY SUBDIVISIONS

*Ken*

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

WHEREAS, THE CHARTER ASSOCIATES, INC., a Texas corporation (the "Declarant") was the sole owner of that certain property known as: Fondren Southwest Northfield, Section Four (4), a Harris County subdivision according to the map or plat thereof recorded in Volume 232, Page 140 of the Map Records of Harris County, Texas; Fondren Southwest Northfield, Section Five (5), a Harris County subdivision according to the map or plat thereof recorded in Volume 247, Page 25 of the Map Records of Harris County, Texas; and Fondren Southwest Northfield Patio Homes, Section One (1), a Harris County subdivision according to the map or plat thereof recorded in Volume 246, Page 60 of the Map Records of Harris County, Texas; and

WHEREAS, by that certain instrument entitled "DECLARATION OF THE CHARTER ASSOCIATES, INC." executed on or about June 1, 1976, and filed of record on October 29, 1976, in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. E937634 and Film Code No. 152-02-1286, et seq., (the "Original Declaration"), the Declarant imposed on those Lots in Fondren Southwest Northfield, Section Four (4) as listed in the Original Declaration, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth; and

WHEREAS, by that certain instrument entitled "AMENDMENT TO DECLARATION OF THE CHARTER ASSOCIATES, INC.", executed on September 9, 1977, and filed in the Official Public Records of Real Property of Harris County, Texas on October 31, 1977, under County Clerk's File No. F354835 and Film Code No. 179-06-1061, et seq., Declarant amended the Original Declaration in certain respects and in particular to subject the lots in Fondren Southwest Northfield Section Five (5) and Fondren Southwest Northfield Patio Homes Section One (1) to the reservations, covenants, obligations, assessments, liens, terms, and provisions set forth in the Original Declaration and the benefits of said

Original Declaration (the Original Declaration as amended hereafter still referred to as the "Original Declaration").

WHEREAS, CHARTER ASSOCIATES, a joint venture composed of T.M.C. Associates, Inc., WBD Corporation, First Continental Investment Co., and Atlas Realty Company (hereinafter along with The Charter Associates, Inc. collectively still referred to as the "Declarant"), the successor in interest to THE CHARTER ASSOCIATES, INC., a Texas corporation, was the sole owner of that certain property known as Fondren Southwest West Bellfort Patio Homes, Section One, a subdivision in Harris County according to the map or plat thereof recorded in Volume 260, Page 88 of the Map Records of Harris County, Texas; and

WHEREAS, by that certain instrument entitled "DECLARATION OF COVENANTS, WEST BELLFORT PATIO HOMES, SECTION ONE", executed on or about December 11, 1978, and filed of record on December 18, 1978, in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. F895961 and Film Code No. 115-85-0850, et seq., the Declarant imposed on the lots in the Fondren Southwest West Bellfort Patio Homes, Section One (1), all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth, and to the terms of the Original Declaration (the Original Declaration, as supplemented, still referred to as the "Original Declaration"); and

WHEREAS, as evidenced by that certain instrument entitled "AMENDMENT OF THE DECLARATION OF WEST BELLFORT PROPERTY OWNERS ASSOCIATION", executed on January 24, 1986, and filed on February 21, 1986 in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. K421225 and Film Code No. 039-72-2229, et seq., at least three-fourths (3/4) of the Members of West Bellfort Property Owners Association (the "Association") present at a Meeting of the Members of the Association did vote to amend the Original Declaration as set forth therein (the Original Declaration, as amended, still hereinafter referred to as the "Original Declaration"); and

WHEREAS, Article IX, Section 10.2 of the Original Declaration now provides the Original Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by seventy-five percent (75%) of the votes cast by Members in attendance at a Meeting of Members; and

WHEREAS, on March 7, 1994, at a duly called Special Meeting of the Association, at least seventy-five percent (75%) of the Members of the Association in attendance and entitled to vote did vote to restate and amend the terms of the Original Declaration as set forth below.

NOW, THEREFORE, the undersigned, being the President of the Association on behalf of and as approved by the Members of the Association does hereby restate and amend the Original Declaration to read as set forth below. This "RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FONDREN SOUTHWEST NORTHFIELD, SECTION FOUR (4); FONDREN SOUTHWEST NORTHFIELD, SECTION FIVE (5); FONDREN SOUTHWEST NORTHFIELD PATIO HOMES, SECTION ONE (1) AND; FONDREN SOUTHWEST WEST BELLFORT PATIO HOMES, SECTION ONE (1); ALL HARRIS COUNTY SUBDIVISIONS" ("this Declaration") supersedes and replaces the Original Declaration in all respects. The covenants, conditions and restrictions contained in this Declaration shall run with the land in the Subdivision (as that term is defined below) and be binding upon all parties having or acquiring any right, title, or interest in any real property or any part thereof encumbered by this Declaration, their heirs, predecessors, successors, and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise).

**SECTION 1.1. ARCHITECTURAL CONTROL COMMITTEE** shall mean and refer to the Architectural Control Committee as appointed from time to time pursuant to Article III.

**SECTION 1.2. ASSESSABLE LOT** shall mean and refer to all Lots in the Subdivision.

**SECTION 1.3. ASSESSMENT** shall mean and refer to an Annual Assessment, a Special Assessment, or a Reimbursement Assessment.

**SECTION 1.4. ASSOCIATION** shall mean and refer to the West Bellfort Property Owners Association, a Texas non-profit corporation.

**SECTION 1.5. BOARD OR BOARD OF DIRECTORS** shall mean and refer to the Board of Directors of the Association as elected from time to time in accordance with the Articles of Incorporation and Bylaws of the Association.

**SECTION 1.6. COMMUNITY PROPERTIES** shall mean and refer to such properties, real or personal, as are hereafter conveyed to or otherwise acquired by the Association. The Association's title in any property may be the fee estate or only a leasehold estate therein, and may be subject to easements, reservations, restrictions, liens, indebtedness, obligations and other encumbrances.

**SECTION 1.7. DEVELOPER OR DECLARANT** shall mean and refer to The Charter Associates, Inc., the Declarant herein, and to any individual, entity, or corporation which succeeds to

all or substantially all of its assets by any merger, consolidation, or conveyance of assets.

**SECTION 1.8. FENESTRATION** shall mean and refer to a door, window, or other opening in the wall of a building.

**SECTION 1.9. FULLY ASSESSED LOT** shall mean and refer to any Lot on which a Living Unit has been constructed in which one or more persons are currently residing, or in which one or more persons have resided at any time in the past. Once a Lot becomes a Fully Assessed Lot, it shall remain a Fully Assessed Lot whether or not the Living Unit remains thereon and whether or not such Living Unit is occupied.

**SECTION 1.10. LIVING UNIT** shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence.

**SECTION 1.11. LOT** shall mean and refer to any of the Lots shown on the Subdivision Plat. If building sites are created pursuant to Section 2.3 herein, the term "Lot" shall also thereafter mean and refer to any building site so created. The term "Lot" shall always cover and include all improvements on the Lot and all rights appurtenant to the ownership of title to the Lot.

**SECTION 1.12. MEETING OF MEMBERS** shall mean and refer to a meeting of Members duly called in the manner prescribed in the by-laws of the Association, of which notice shall have been sent to all Members at least twenty (20) days in advance of the meeting, stating the purpose(s) of the meeting, and at which a quorum shall be present. At the first Meeting of Members called to act on any matter(s) requiring a vote of Members, the presence at the meeting in person and/or by proxies of Members entitled to cast ten percent (10%) of all the votes of Members with voting privileges shall constitute a quorum. Provided, however, at the first Meeting of Members called to act on the following matters, the presence at the meeting, in person or by proxies of Members entitled to cast twenty percent (20%) shall be required: (i) increasing the Annual Assessments in excess of 10% of the amount assessed in the preceding calendar year, as provided in Section 7.3(a); (ii) levying a Special Assessment, pursuant to Section 7.3(b); and (iii) amendments to this Declaration, pursuant to Section 9.2. If the required quorum is not present at any Meeting of the Members, another meeting may be called to act on the same matter(s), subject to the notice requirement mentioned above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent meeting is not held within sixty (60) days following the preceding meeting.

**SECTION 1.13. MEMBER** shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each

Fully Assessed Lot.

**SECTION 1.14. OWNER** shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.

**SECTION 1.15. PATIO HOME LOT** shall mean and refer to: all of the Lots in Fondren Southwest Northfield Patio Homes, Section One (1); all the Lots in Fondren Southwest Northfield West Belfort Patio Homes, Section One (1); and Lots 1 through 12, both inclusive, in Block 1; Lots 1 through 72, both inclusive, in Block 2; and Lots 1 and 2 in Block 3, of Fondren Southwest Northfield Section Four (4).

**SECTION 1.16. SUBDIVISION** shall mean and refer to the land subdivided into numbered lots on the Subdivision Plat. As used in this Declaration the term "Subdivision" shall not cover or include the land in any tract labeled an "Unrestricted Reserve" on the Subdivision Plat.

**SECTION 1.17. SUBDIVISION PLAT** shall mean and refer to the plats of Fondren Southwest Northfield Section Four (4); Fondren Southwest Northfield Section Five (5); Fondren Southwest Patio Homes Section One (1); Fondren Southwest West Belfort Patio Homes, Section One (1), respectively recorded in Volume 232, Page 140; Volume 247, Page 25; Volume 246, Page 60; Volume 260, Page 88, all of the Map Records of Harris County, Texas.

## ARTICLE II

### **SUBDIVISION PLAT; EASEMENTS; RIGHTS RESERVED; BUILDING SITES; ADJACENT PROPERTY**

**SECTION 2.1. SUBDIVISION PLAT AND EASEMENTS.** All dedications, easements, limitations, restrictions, and reservations shown on the Subdivision Plat and easements presently existing, valid and filed of record in the Official Public Records of Real Property of Harris County, Texas, are incorporated herein for all purposes, insofar as they relate to the Lots.

**SECTION 2.2. RESERVATIONS.** The title conveyed by Developer to any Lot by contract, deed, or other conveyance shall never be intended, construed, or held to include the title to any of the Community Properties, and shall be subject to the easements referred to in Section 2.1. Any system of utility lines and facilities constructed by Developer over, on, or under any such easement may be given, sold or leased by Developer to any public authority, utility company, or holder of a public franchise.

**SECTION 2.3. 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 of the 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 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.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE

**SECTION 3.1. MEMBERSHIP.** The members of the Architectural Control Committee shall be appointed by the Board of Directors by resolution adopted by a majority of the Board of Directors. The Architectural Control Committee shall be composed of at least three (3) members a majority of which must be members of the Board. All members of the Architectural Control Committee shall serve at the discretion of the Board, and all decisions of the Architectural Control Committee shall be subject to review and modification by the Board. All decisions by the Board regarding approval of any improvements or alterations shall be final and conclusive. In the event of death or resignation of any person serving on the Architectural Control Committee, the Board shall designate a successor or successors who shall have all of the authority and power of his or their predecessors. Until such successor member or members of the Architectural Control Committee shall have been appointed, the remaining member or members shall have full authority to exercise all powers of the Architectural Control Committee. The members of the Architectural Control Committee shall not be entitled to compensation for services rendered, but shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

**SECTION 3.2. APPROVAL OF PLANS.** No buildings, repairs, reconstruction, or other improvements, including driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, rebuilt, painted or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until the plans and specifications therefor, together with a site plan showing the location of all improvements (both existing improvements, if any, and the improvements covered by the plans and specifications) with reference to property lines, building lines and easements, have been submitted to and approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) working days

after they have been received by the Architectural Control Committee through the United States Postal Service, by certified mail, return receipt requested or by delivery, approval thereof will not be required and the provisions of this Section 3.2 will be deemed to have been fully complied with. Provided, however, in the event of any dispute, the Owner requesting approval shall be required to produce the original of said return receipt or delivery receipt showing the signature of the receiving party. The plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto.

Without limitation of the powers herein 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. Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum set-backs; driveway access to adjacent streets; the location, height and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, and structures on adjacent property. 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 Subdivision.

**SECTION 3.3. VARIANCES** - The Architectural Control Committee may authorize variances from compliance with any of its guidelines and procedures or from these restrictions relating to buildings, structures and improvements when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, and no variance: (i) shall be effective unless in writing, or (ii) shall stop the Architectural Control Committee from denying a variance in other circumstances.

**SECTION 3.4. ERRORS AND OMISSIONS.** Any errors in or omissions from the plans and specifications or the site plan submitted to the Architectural Control Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Architectural Control Committee shall have no obligation to check for errors in or omissions from any such plans and specifications or site plan, whether the same relate to lot lines, building lines, easements or otherwise.

**SECTION 3.5. LIABILITY** - Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Architectural Control Committee shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or

modifications, nor for ensuring compliance with building codes and other governmental requirements. NEITHER THE ASSOCIATION, THE BOARD OF DIRECTORS, ANY COMMITTEE, OR MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE HELD LIABLE FOR (i) ANY INJURY, DAMAGES, OR LOSS ARISING OUT OF THE MANNER OR QUALITY OF APPROVED CONSTRUCTION, OR (ii) ANY ACTION OR FAILURE TO ACT IN CONNECTION WITH ANY APPROVAL OR DISAPPROVAL OF ANY REQUEST FOR APPROVAL OR REQUEST FOR VARIANCE, INCLUDING WITHOUT LIMITATION, MISTAKES IN JUDGMENT, NEGLIGENCE, MALFEASANCE OR NONFEASANCE.

#### ARTICLE IV

#### RESTRICTIONS

**SECTION 4.1. LOT USE RESTRICTION; LIVING UNIT; GARAGE/CARPORT.** Except for the easement rights elsewhere recognized in this Declaration, each Lot shall be used only for a Living Unit and a private garage or carport. Each Owner shall use his Lot and the Living Unit on his Lot, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex, apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Living Unit or any structure or improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; (e) the security or safety of other residents of the Subdivisions is not threatened; and (f) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. Garage sales, estate sales, moving sales, rummage sales or other similar activities are specifically prohibited. The term "single family residential purposes" shall also be defined as the use of a Living Unit by: (i) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents and domestic servants; (ii) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, their dependent grandparents and their domestic servants; and (iii) in no event, more persons than the product of the total

number of bedrooms contained in the Living Unit as originally constructed multiplied by two (2).

With each Living Unit there shall be an attached or detached enclosed garage unless the Architectural Control Committee agrees in writing to (i) the substitution of a carport for a garage, or (ii) the complete elimination of the garage requirement. Each garage or carport shall be at least twenty-one (21) feet in length, and shall be at least nineteen (19) feet in width if attached to the Living Unit or twenty (20) feet in width if not attached to the Living Unit. No outside wall of a garage, other than the wall facing the back line of the Lot on which the garage is situated, shall contain any fenestration except for garage doors.

**SECTION 4.2. DRIVEWAYS.** Unless the Architectural Control Committee agrees otherwise in writing, each Lot shall have driveway access to the street on which the Lot faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage or carport or residence 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 his driveway thereto.

**SECTION 4.3. HEIGHT AND SIZE REQUIREMENTS.** No building or Living Unit in the Subdivision shall exceed in height three (3) stories or thirty-six feet (36'), measured from the finished grade of the building site. On a Patio Home Lot a Living Unit of one story shall contain not less than 1,750 square feet of living area and a Living Unit of more than one story shall contain not less than 2,000 square feet of living area, and on a Lot other than a Patio Home Lot, a Living Unit of one story shall contain not less than 2,300 square feet of living area and a Living Unit of more than one story shall contain not less than 2,600 square feet of living area, unless the Architectural Control Committee agrees to the contrary in writing. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, carports and/or garages. Measurements shall be to the face of the outside walls of the living area.

**SECTION 4.4. BUILDING LINES.**

- (a) No improvement (i) shall be placed or built on any Lot nearer to its front line or either of its side lines than the building setback lines therefor specified on the Subdivision Plat, or (ii) shall encroach on any easement shown on the Subdivision Plat.
- (b) As to each Lot other than a Patio Home Lot, the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

- (1) No building shall be located nearer than five feet (5') to an interior line of the Lot, except that a garage or carport located seventy feet (70') or more from the front line of the Lot may be located as near as three feet (3') to an interior side line of the Lot.
  - (2) Any garage which is not located sixty feet (60') or more from the front line of the Lot must open or face onto an interior side line of the Lot.
- (c) As to each Patio Home Lot, the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit:
- (1) The residence on each such Lot shall have one wall adjacent to a side line of the Lot, which shall be either the South or West line of the Lot. There shall be no fenestration in said wall of the residence.
  - (2) The buildings on any two such Lots which are adjoining Lots shall be at least ten feet (10') apart.
  - (3) Unless the Architectural Control Committee agrees otherwise in writing, the Living Unit on each Patio Lot in Fondren Southwest Northfield Patio Homes Section One (1) and Fondren Southwest Northfield West Bellfort Patio Homes Section One (1), shall adjoin the south boundary line thereof if the Lot faces east or west, or shall adjoin the west boundary line thereof if the Lot faces north or south; provided, if there is a building line or utility easement along any such south or west boundary line, then the building shall adjoin the building line or utility easement which is along said south or west boundary line.

**SECTION 4.5. TYPE OF CONSTRUCTION.** All buildings, structures, and other improvements erected, altered, placed or replaced in the Subdivision 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 masonry; in computing

such percentage, roof areas shall be excluded, but attached garages, porches, and other structures constituting part of the Living Unit proper shall be included.

**SECTION 4.6. FENCING AND ROOFING MATERIAL.** All Lots must have fencing approved by the Architectural Control Committee. Each Fully Assessed Lot must have fencing, which completely encloses the Fully Assessed Lot. Provided, however, Owners of adjacent Fully Assessed Lots may agree between themselves to remove and not replace the fencing on their interior common Lot line. Provided further, Lots other than Fully Assessed Lots, need only have fencing installed along the rear Lot line. All fencing on Lots shall be repaired and replaced when necessary at the expense of the Owner of the Lot upon which the fence is located. Unless the Architectural Control Committee agrees otherwise in writing, (i) there shall be no chain link fencing, and (ii) no roofing material other than composition shingles in the Subdivision.

**SECTION 4.7. SIDEWALKS.** As to each Lot, unless the Architectural Control Committee agrees to the contrary in writing before the residence constructed on the Lot is complete, the Owner shall construct in the adjacent street right(s) of way a concrete sidewalk four feet (4') in width parallel to the street curb and two feet (2') away from the Lot line. The sidewalk shall extend along the entire common boundary between the Lot and the adjacent street right(s) of way. In the case of a corner Lot, the front and side sidewalks shall each extend to the street curb, and there shall be a down ramp at each curb in compliance with the City of Houston requirements.

**SECTION 4.8. MAILBOXES, HOUSE NUMBERS, ETC.** Mailboxes, house numbers and similar matter used in the Subdivision 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 4.9. TV AND RADIO ANTENNAS.** Without the prior written authorization of the Architectural Control Committee, no television or radio antenna 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.

**SECTION 4.10. GRASS AND TREES.** The Owner of each Lot, as a minimum, shall spot sod or sprig with grass and at all times maintain the area between his Living Unit and the curb line(s) of the abutting street(s), and shall plant and at all times maintain in the same area at least two live trees, each having a minimum trunk diameter of two inches (2") at a height measured twelve inches (12") above finished grade, unless the Architectural Control Committee approves other landscaping which it determines is equal or better. The grass and trees shall be of a type and within standards prescribed by

the Architectural Control Committee.

**SECTION 4.11. VEHICULAR SIGHT LINES.** No fence, wall, tree, hedge, or planting shall be maintained in the Subdivision in such manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety.

**SECTION 4.12. SIGNAGE.** No billboards or other signs may be erected in the Subdivision without the prior written consent of the Architectural Control Committee. The Architectural Control Committee may disapprove any and all signage in its sole discretion. The Architectural Control Committee may, however, adopt written guidelines for the preauthorized placement of certain types and sizes of signs. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision.

**SECTION 4.13. VEHICLES, EQUIPMENT, AND MACHINERY.** No boat, trailer, 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, or in an area adequately screened by planting or fencing so as not to be seen from other Lots or the Community Properties, 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 and pickup trucks in good repair and attractive condition.

**SECTION 4.14. TRASH.** No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. Except to the extent the Association arranges for the collection and removal of trash and rubbish, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited 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 or the Community Properties. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon. Notwithstanding the foregoing provisions of this Section 4.14, on garbage pick up days or no earlier than 7:00 p.m. on the day prior to the garbage pick up days, the Owner of each Lot shall place his garbage in the area and in containers specified by the City of Houston or any garbage contractor employed by the Association; any containers not picked up by the City of Houston or any garbage contractor employed by the Association shall be removed by the Owner no later than 7:00 p.m. on garbage pick up days to the areas specified above in this Section 4.14.

**SECTION 4.15. NUISANCES.** No noxious or offensive activity shall be allowed on any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. No exterior

speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot. The Board of Directors shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, without limitation, include: (a) the performance of work on automobiles or other vehicles in driveways or streets abutting Lots, other than work of a temporary nature (not to exceed twelve (12) hours); (b) the use or discharge of firearms, firecrackers or other fireworks within the Subdivisions; and (c) the storage of flammable liquids in excess of five gallons.

**SECTION 4.16. MAINTENANCE OF LOTS, IMPROVEMENTS, AND LANDSCAPING.**

The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings 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) 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 has been 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, (v) paint the exterior of Living Unit or other improvement, and (vi) 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.

**SECTION 4.17. OUTSIDE AIRING AND DRYING.** No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots or the Community Properties.

**SECTION 4.18. CONSTRUCTION HOURS.** Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

**SECTION 4.19. ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Subdivisions, except that dogs, cats, or other usual and common household pets, not to exceed a total of three (3) pets, may be permitted in a Living Unit. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. Provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or



constitute a nuisance or inconvenience to the Owners of other Living Units or the owner of any portion of the Subdivisions shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person and not allowed to defecate in any portions of the Subdivisions, unless such defecation is picked up and disposed of by such responsible person.

**SECTION 4.20. UTILITY LINES AND FACILITIES.** All electrical, telephone and other utility lines 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.

Underground electric distribution systems have been installed in the Subdivision, which underground service area embraces all Lots in the Subdivision. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's 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. In addition the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle alternating current.

The electric company has installed the underground electric distribution system in the Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Subdivision was developed for single family dwellings of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings expressly exclude mobile homes). Should the plans of Lot owners in the Subdivision be changed so as to permit the

erection therein of any mobile home, the company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve the Subdivision, or (b) the Owner of such Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

**SECTION 4.21. DRILLING.** 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 Subdivision.

**SECTION 4.22. SEWAGE.** No privy, cesspool or septic tank shall be placed or maintained in the Subdivision.

**SECTION 4.23. LEASING.** Lots may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this Section 4.23 is defined as a period of less than thirty (30) days. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of this Declaration. The Owner making such lease, however, shall not be relieved from any obligations contained in this Declaration. The Owner of any Lot leased in the Subdivision must provide the Association with the name of any tenants.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**SECTION 5.1. MEMBERSHIP.** The Owner of each Assessable Lot, during the period of his ownership, shall automatically be a Member. Each Owner must, at all times, maintain a current mailing address with the Association. Prior to changing the name of an Owner on the membership rolls of the Association, the Association or managing agent (if authorized by the Board) may charge a transfer fee or processing fee when ownership to a Lot changes or the mortgage on a Lot is refinanced.

**SECTION 5.2. VOTING RIGHTS.** The Owner of each Assessable Lot shall be entitled to one

vote in the Association. There shall be no fractional votes. When the Owner of an Assessable Lot consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Assessable Lot.

## ARTICLE VI

### PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

**SECTION 6.1. MEMBERS' RIGHTS.** Subject to the provisions of Section 6.2, each Member shall have a common right and easement of enjoyment in the Community Properties jointly with all other Members, and such right and easement shall be appurtenant to and shall pass with the title to each Assessable Lot.

**SECTION 6.2. LIMITATIONS ON MEMBERS' RIGHTS AND RIGHTS OF ASSOCIATION.** The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the following rights of the Association (which may be exercised by the officers of the Association when so authorized by its Board of Directors).

- (a) The Association shall have the right to borrow money and to mortgage the Community Properties, or any part thereof.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment and voting rights 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 Members' use and enjoyment of the Community Properties, 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 the Assessments provided for herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Community Properties, such as (but not limited to) a separate charge for the use of swimming facilities or tennis facilities.
- (f) The Association shall have the right to dedicate or convey all or any part of the Community Properties, or interests 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 approved by seventy-five percent (75%) of the votes cast by Members with voting privileges at a meeting of the Members.

- (g) The Association shall have the right to rent or lease any part of the Community Properties.
- (h) The Association shall have the right to extend the enjoyment of its recreational facilities to persons other than Members, on such terms and for such consideration as the Board of Directors of the Association shall determine.

## ARTICLE VII

### ASSESSMENTS AND LIEN THEREFOR; BOOKS

**SECTION 7.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each Owner of a Lot which shall be or become subject to an Assessment hereinafter provided for, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all Assessments fixed, established and collected from time to time as hereinafter provided, together with such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the Lot against which each Assessment is made. Each Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligation of the person who is the Owner of such Lot at the time the Assessment becomes due and payable, notwithstanding any subsequent transfer of title to such Lot. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

**SECTION 7.2. PURPOSE OF ANNUAL AND SPECIAL ASSESSMENTS.** The Annual and Special assessments levied by the Association shall be used exclusively (i) to improve, beautify, manage, operate, care for and maintain the Community Properties and such other areas as the Board of Directors of the Association shall determine, (ii) to pay taxes and insurance premiums on such properties and improvements, and (iii) to promote the recreation, health, enjoyment and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing courtesy patrol, providing and maintaining street lighting, fogging for insect control, providing garbage and rubbish pickup, enforcing the provisions contained in this Declaration, employing one or more architects, engineers, attorneys, or other consultants, to assist the Architectural Control Committee and the officers and directors of the

Association in performing their respective duties and authority, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Community Properties 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 governmental laws, rules and regulations. UNDER NO CIRCUMSTANCES (REGARDLESS OF SERVICES THE BOARD OF DIRECTORS MAY DECIDE TO PROVIDE) SHALL THE BOARD OR ASSOCIATION BE RESPONSIBLE FOR ANY CRIMINAL ACTS COMMITTED BY OTHERS IN THE SUBDIVISION (WHETHER SOLELY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OF THE BOARD OR THE ASSOCIATION).

### SECTION 7.3. ASSESSMENTS.

(a) Annual Assessments. The Association, by action of its Board of Directors, shall levy Annual Assessments against the Assessable Lots to obtain funds reasonably anticipated to be needed for the purposes stated in Section 7.2., including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the annual assessments shall be levied on a uniform basis as follows:

- (1) The amount of the Annual Assessment for each Fully Assessed Lot shall not exceed \$363.00 except that for any calendar year after the calendar year 1994 the Association may increase said maximum amount of the Annual Assessment for each Fully Assessed Lot, but if any such change increases, the maximum amount which can be assessed against each Fully Assessed Lot to no more than 110% of the amount assessed in the preceding calendar year, the change must be approved by seventy-five percent (75%) of the votes cast by Members with voting privileges at a Meeting of Members. The amount actually assessed against each Fully Assessed Lot for any calendar year is referred to in (2) below as the "Base Assessment Sum" for such year.
- (2) The amount assessed each year against each Assessable Lot other than a Fully Assessed Lot shall be one-half (1/2) of the Base Assessment Sum for such year.
- (3) Subject to the other provisions hereof, (i) the amount of the Annual Assessment for each Fully Assessed Lot for each calendar year shall be the same as the Annual Assessment for each of the other Fully Assessed Lots for that calendar year, and (ii) the amount of the Annual Assessment for each Assessable Lot other

than a Fully Assessed Lot for each calendar year shall be the same as the Annual Assessment for each of the other Assessable Lots other than Fully Assessed Lots for that calendar year.

- (4) The Annual Assessment shall be due and payable on the first day of January of each year.
- (5) For any full calendar month that any Fully Assessed Lot is unoccupied and therefore does not need or receive garbage and rubbish pickup service, or has received or is assured (to the satisfaction of the Association) of receiving garbage and rubbish pickup service from the City of Houston at no expense to the Association, and during which calendar month other Fully Assessed Lots have received or are to receive garbage and rubbish pickup service at the expense of the Association, payable out of assessments provided for in this Article VII, the Owner of the first mentioned Fully Assessed Lot shall receive a credit on the amount of the next succeeding assessment(s) on such Fully Assessed Lot equal to the amount of the saving to the Association. In computing Annual Assessments under the provisions of Subsections 7.3.(a) and (b) above, (i) this credit shall be ignored, (ii) the amount of the Base Assessment Sum shall not be affected by this credit, and (iii) this credit shall be applied where applicable only after the amount of the Annual Assessment for each Fully Assessed Lot and for each Assessable Lot other than a Fully Assessed Lot is first determined under the provisions of said Subsections.

(b) Special Assessments. 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 use or benefit provided for herein in Section 7.2. Provided, however, any such Special Assessment shall have the assent of seventy-five percent (75%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. The amount specially assessed against each Assessable Lot, pursuant to this Section 7.3(b) other than a Fully Assessed Lot shall be one-half (1/2) of the approved Special Assessment.

(c) Reimbursement Assessments. The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with this Declaration, the Articles of Incorporation, the Bylaws, Minimum Construction Standards, or the Rules and Regulations shall have resulted in the expenditure of

funds or the determination that funds will be expended by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

**SECTION 7.4. 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 Lot for each calendar year, subject to the criteria and limitations set out in Section 7.3(a). The Board of Directors of the Association shall cause to be prepared a roster of Lots 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. 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 against said Owner's Lot. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

**SECTION 7.5. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE LIEN; REMEDIES OF ASSOCIATION.** If any Assessment levied by the Association is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon and cost of collection thereof hereinafter provided for, shall thereupon be secured by a continuing lien on the Assessable Lot against which the Assessment was levied, including improvements thereon, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If any Assessment is not paid within thirty (30) days after it becomes due, the Assessment shall bear interest thereafter at the rate of ten percent (10%) per annum until it is paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or an action to foreclose the lien securing the Assessment by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and each Owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of the Association's lien and the right to appoint trustees to exercise said power of sale. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas; and the Board of Directors of the Association is expressly empowered hereby to designate a trustee in writing from time to time to post or cause to be posted any required notices and to conduct any such non-judicial foreclosure sale. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same. There shall be

added to the amount of each Assessment all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorney's fees, costs of foreclosure, and costs of suit.

**SECTION 7.6. CONTRIBUTION OF PAYMENTS.** If any Member's payment of an Assessment is less than the amount assessed and the payment does not specify whether it should be applied against an Annual Assessment, Special Assessment, or Reimbursement Assessment, the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Reimbursement Assessment until the Reimbursement Assessment has been satisfied; (b) Special Assessment until the Special Assessment has been satisfied; and (c) Annual Assessment until the Annual Assessment has been satisfied. In each of the foregoing cases, payments received shall be credited first to interest, attorney's fees, and other costs of collection, and next to principal reduction, satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority.

**SECTION 7.7. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien securing any Assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the Lot subject to the Assessment for the purpose of securing indebtedness incurred to purchase or improve such Lot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any Assessment thereafter becoming due, nor from the lien securing any such subsequent Assessment. 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 provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

**SECTION 7.8. BOOKS.** The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time.

## ARTICLE VIII

### GARBAGE AND RUBBISH PICKUP

**SECTION 8.1. PICKUP SERVICE.** In lieu of using the assessments provided for in Article VII above to cover the cost of garbage and rubbish pickup for the Occupied Lots, the Association shall have the right, but not the obligation, at the discretion of its Board of Directors, to contract for garbage and rubbish pickup service on behalf of any or all Occupied Lots, and to charge or have the garbage



contractor charge the Owner of each such Occupied Lot for his prorata share of the cost thereof, such prorata share to be determined by dividing the number of Occupied Lots being served into the total cost of such garbage and rubbish pickup service. Payment for such service may be on a monthly, quarterly, or semi-annual basis, at the discretion of the Board of Directors of the Association, and may be payable in advance.

**SECTION 8.2. EFFECT OF NON-PAYMENT OF GARBAGE CHARGE; THE LIEN; REMEDIES OF ASSOCIATION.** Garbage charges for any billing period (whether monthly, quarterly, or semi-annually) shall be paid on or before the first day of the billing period, or within ten (10) days after notice thereof is mailed to the Owner of the Lot to be charged, whichever is the later. The garbage charge and any interest, collection costs, and attorney's fees thereon shall be the personal obligation of the Owner of the Lot receiving the garbage service (but not of such Owner's successors in title unless expressly assumed by them), and shall be secured by the continuing lien. The Association may collect the garbage charge or foreclose its lien as set forth in Section 7.5. At the discretion of its Board of Directors, the Association may discontinue garbage service to any Lot which is in default hereunder, until all amounts in arrears, including the interest called for herein, have been paid in full.

**SECTION 8.3. SUBORDINATION OF LIEN TO MORTGAGES.** With respect to each Occupied Lot, the lien provided for in Section 8.2. shall be subordinate to the same liens to which the assessment provided for in Article VII is subordinate pursuant to the provisions of Section 7.7, and may be subordinated to any other lien by the Association, in the discretion of its Board of Directors.

## ARTICLE IX

### GENERAL PROVISIONS

**SECTION 9.1. INCORPORATION.** The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying one or more Lots or any other land in the Subdivision, 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 9.2. AMENDMENTS.** This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by seventy-five percent (75%) of the votes cast by Members owning Lots within the Subdivision with voting privileges at a Meeting of Members. 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 9.3. DURATION.** The Declaration shall remain in full force and effect for a term

of thirty (30) years from the date of this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the holders of three-fourths (3/4) of the votes of Members with voting privileges has been filed for record in the Official Public Records of Real Property of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

**SECTION 9.4. ENFORCEMENT.** The terms and provisions of this Declaration shall run with and bind the land in the Subdivision, and shall inure to the benefit of and be enforceable by 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 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 9.5. 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 9.6. GENDER AND GRAMMAR.** The singular wherever used herein shall be construed to mean or included 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 through in each case fully expressed.

**SECTION 9.7. TITLES.** The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

**SECTION 9.8. SUCCESSORS AND TITLES.** The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of the Association and their respective successors and assigns.

**IN WITNESS WHEREOF,** the undersigned, being the President of the Association for the purpose of certifying and acknowledging that the Members of the Association have consented and approved the restatement and amendment of the Original Declaration as set forth in this Declaration have

executed this instrument to be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas.

WEST BELLFORT PROPERTY OWNERS ASSOCIATION

3/28/94. Maria Godlewski.  
DATE Maria Godlewski, President

ATTEST:

Carl Joseph  
Secretary

STATE OF TEXAS \*  
\*  
COUNTY OF HARRIS \*

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28<sup>th</sup> day of March, 1994.

Glean Anavel  
NOTARY PUBLIC - STATE OF TEXAS

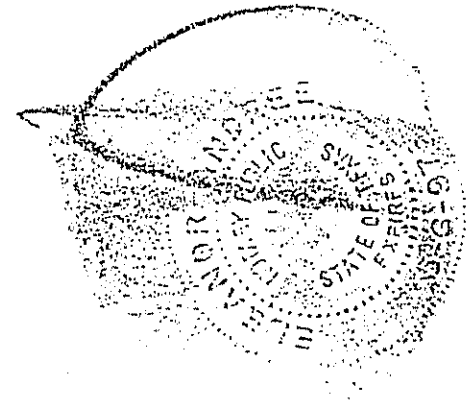
18519

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

APR 5 1994



Beverly B. Kaufman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



Return to:  
BUTLER, EWALT & HAILEY, P.C.  
Attorneys at Law  
5718 Westheimer, Suite 1600  
Houston, Texas 77057-5794

FILED  
94 APR -5 PM 3:45  
COUNTY CLERK  
HARRIS COUNTY, TEXAS