

ARTICLES OF INCORPORATION
OF
BROOK FOREST COMMUNITY ASSOCIATION, INC.

FILLED
In the Office of the
Secretary of State of Texas

JUN 2 1972

Bill King
Deputy Director Corporation Division

STATE OF TEXAS |
 | KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS |

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation

ARTICLE I
CORPORATE NAME

This corporation shall be known as BROOK FOREST COMMUNITY ASSOCIATION, INC. and by and under such name it shall conduct and transact all its business.

ARTICLE II
CORPORATE ADDRESS AND AGENT

The post office address of the corporation's initial registered office is 800 Bell Avenue, Houston, Texas, and the name of its initial registered agent at such address is B. P. Pierce.

ARTICLE III
CORPORATE STATUS

The corporation is a non-profit corporation

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The corporation is formed for the purposes of providing for maintenance and preservation of the properties subject to the Covenants, Conditions and Restrictions applicable to Brook Forest, Section One, a subdivision in Harris County, Texas, according to the plat recorded in Volume 190, Page 124 of the Map Records of Harris County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of this

Association and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereinafter be brought within the jurisdiction of this Association for this purpose to

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded under File Number D593009, Official Public Records of Real Property of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length,

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association,

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association,

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred,

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer,

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members

(c) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law now or hereafter have or exercise, provided that the objects or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act, and all such objects or purposes are subject to such Acts

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or a divided fee interest in any property 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. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an 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 vote be cast with respect to any Lot.

Class B The Class B member shall be Friendswood Development Company, the Declarant, as defined in the Declaration, and shall be entitled to three (3) votes for each Lot owned. 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:

(1) when the total votes outstanding in the Class A membership

equal the total votes outstanding in the Class B membership.

(b) 3 January 1, 1981

The Class A and B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of seven (7) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are

<u>NAME</u>	<u>ADDRESS</u>
Pope B. Shelly	1000 Bay Area Blvd , Houston, Tex 77058
L. J. Pezoldt	1000 Bay Area Blvd , Houston, Tex 77058
George B. Meriwether	1000 Bay Area Blvd , Houston, Tex 77058
M. D. Price	1000 Bay Area Blvd , Houston, Tex 77058
Dwight E. Cassell	1000 Bay Area Blvd , Houston, Tex 77058
D. H. Gregg	800 Bell Street, Houston, Tex 77002
B. P. Pierce	800 Bell Street, Houston, Tex 77002

At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and three directors for a term of three years, and at annual meetings thereafter, the members shall elect directors for three-year terms as needed to restore Board membership to seven directors

ARTICLE VII.

INCORPORATORS

The name and street address of each incorporator is

<u>NAME</u>	<u>ADDRESS</u>
Charles L. Pence	1000 Bay Area Blvd , Houston, Tex 77058
L. J. Pezoldt	1000 Bay Area Blvd , Houston, Tex 77058
George B. Meriwether	1000 Bay Area Blvd , Houston, Tex 77058

ARTICLE IX
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members as such memberships exist at the time of dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X
DURATION

The corporation shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of 75 per cent of the entire membership.


ARTICLE XII
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 2nd day of May, 1972.



Charles L. Pence



L. J. Pezoldt



George B. Meriwether

STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned authority, a Notary Public in and for Harris County, Texas, do hereby certify, that on the 2nd day of May, 1973, personally appeared CHARLES L. PENCO, L. J. PEZOLDI and GEORGE B. MEMMERTER, who being by me each first duly sworn, each declared that he is one of the persons who signed the foregoing instrument as an incorporator and that the statements therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year first above written.

John Blinn
Notary Public in and for
Harris County, Texas

NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 1, 1973

BY-LAWS
OF
BROOK FOREST COMMUNITY ASSOCIATION, INC

ARTICLE I

NAME AND LOCATION. The name of the corporation is BROOK FOREST COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association" The principal office of the corporation shall be located at Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors

ARTICLE II

DEFINITIONS

Section 1 "Association" shall mean and refer to Brook Forest Community Association, Inc , its successors and assigns

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, for Brook Forest, Section One, a subdivision in Harris County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners

Section 4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area

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

Section 6 "Declarant" shall mean and refer to Friendswood Development Company, an Arizona corporation, its successors and assigns

Section 7 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk, Harris County, Texas

Section 8 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration

Section 9 "Commercial Unit" shall contain ten thousand (10,000) square feet of commercial land and shall be the equivalent of one Lot for purposes of membership, voting rights and assessment in and by the Association

ARTICLE III

MEETING OF MEMBERS

Section 1 Annual Meetings The first annual meeting of the members shall be held on the 1st of March, 1973, and each subsequent regular annual meeting of the members shall be held on the anniversary dates, at the hour of eight o'clock, P M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first following business day

Section 2 Special Meetings Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership

Section 3 Notice of Meetings No written notice will be required for the Annual Meetings of the members. Written notice of each Special Meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting

Section 4 Quorum The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the

members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented

Section 5 Proxies At all meetings of members, each member may vote in person or by proxy All proxies shall be in writing and filed with the Secretary Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Commercial Unit(s)

ARTICLE IV

BOARD OF DIRECTORS SELECTION TERM OF OFFICE

Section 1 Number The affairs of this Association shall be managed by a Board of seven (7) directors, who need not be members of the Association

Section 2 Term of Office At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and three directors for a term of three years, and at annual meetings thereafter, the members shall elect directors for three year terms as needed to restore Board membership to seven directors

Section 3 Removal Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor

Section 4 Compensation No director shall receive compensation for any service he may render to the Association However, any director may be reimbursed for his actual expenses incurred in the performance of his duties

Section 5 Action Taken Without a Meeting The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors Any action so approved shall have the same effect as though taken at a meeting of the directors

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1 Nomination Nomination for election to the Board of Directors shall be made by a Nominating Committee Nominations may also be made from

the floor at the annual meeting The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled Such nominations may be made from among members or non-members

Section 2 Election Election to the Board of Directors shall be by secret written ballot At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declaration The persons receiving the largest number of votes shall be elected

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1 Regular Meetings Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday

Section 2 Special Meetings Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director

Section 3 Quorum A majority of the number of Directors shall constitute a quorum for the transaction of business Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 Powers The Board of Directors shall have power to

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof,

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations,

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration,

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties

Section 2 Duties It shall be the duty of the Board of Directors to

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote,

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed,

(c) as more fully provided in the Declaration, to

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period,

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment,

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association,

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate,

(g) cause the Common Area to be maintained and to dictate that first priority of action and expenditure shall go toward the continuous and diligent upkeep and maintenance of all internal esplanades. Such upkeep and maintenance shall include mowing, trimming, watering and necessary trash pick-up

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1 Enumeration of Offices The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create

Section 2 Election of Officers The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members

Section 3 Term The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve

Section 4 Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine

Section 5 Resignation and Removal Any officer may be removed from office with or without cause by the Board Any officer may resign at any time giving written notice to the Board, the president or the secretary Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective

Section 6 Vacancies A vacancy in any office may be filled by appointment by the Board The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces

Section 7 Multiple Offices The offices of secretary and treasurer may be held by the same person No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article

Section 8 Duties The duties of the officers are as follows

President

(a) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate

seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated

to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made Any assessments which are not paid when due shall be delinquent If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words BROOK FOREST COMMUNITY ASSOCIATION

ARTICLE XIII

AMENDMENTS

Section 1 These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership

Section 2 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January

and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation

IN WITNESS WHEREOF, we, being all of the directors of the BROOK FOREST COMMUNITY ASSOCIATION, have hereunto set our hands this 2nd day of May, 1972

Pope B Shealy
POPE B SHEALY

D H Gregg
D H GREGG

L J Pezoldt
L J PEZOLDT

M D Price
M D PRICE

George B Meriwether
GEORGE B MERIWETHER

Dwight E Cassell
DWIGHT E CASSELL

B P Pierce
B P PIERCE

STATE OF TEXAS I
I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared POPE B SHEALY, L J PEZOLDT, GEORGE B MERIWETHER, M D PRICE, and DWIGHT E CASSELL, Directors of BROOK FOREST COMMUNITY ASSOCIATION, 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 and in the capacity stated and as the act and deed of said corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of May, A D , 1972

Gene Blank
Notary Public in and for
Harris County, Texas
NOTARY PUBLIC
1972

STATE OF TEXAS I
I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared D H GREGG and B P PIERCE, Directors of BROOK FOREST COMMUNITY ASSOCIATION, 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 and in the capacity stated and as the act and deed of said corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of May, A D , 1972

Patricia A. Souter
Notary Public in and for
Harris County, Texas
PATRICIA A. SOUTER

The following is a summary of the deed restrictions for all lots in Brook Forest. This summary highlights the parts of each deed restriction that usually concerns most lot owners. For more information, the covenants and restrictions associated with each individual lot should be reviewed.

These restrictions are enforced by the Brook Forest Community Association through its Board of Directors, the Architectural Review Committee and professional management assistance retained by BFCA. BFCA has and will use legal action, when needed, to enforce these deed restrictions. Texas law permits BFCA to recover from deed restriction violators all legal costs it incurs in enforcing its deed restrictions.

SECTION 1, SINGLE FAMILY RESIDENTIAL CONSTRUCTION

This section governs houses and garages, including height and number of stories. Only detached, single family residences not to exceed two stories are allowed. Garages may be attached or detached, cannot exceed 3 cars and cannot be over 2 stories nor may they exceed the house in height or number of stories.

SECTION 2, ARCHITECTURAL REVIEW

No building or improvement of any type may be done without the prior approval of the Architectural Review Committee. Improvements include swimming pools, spas, storage buildings, garages, drives, walks, landscaping, gazebos, exterior painting, new siding, roof replacement, new brick, fences, antennae or any other improvement that alters the appearance of the lot. All improvements must (1) be in harmony with existing structures and (2) comply with all BFCA deed restrictions.

SECTION 3, MINIMUM SQUARE FOOTAGE

Single story houses shall not be less than 1,700 square feet. Two story houses shall not be less than 2,000 square feet with at least 1,200 square feet on the ground floor.

SECTION 4, LOCATION OF IMPROVEMENTS ON LOT

This section is very explicit and should be read carefully. Buildings are restricted as to their distance from the lot lines.

SECTION 5, COMPOSITE BUILDING SITES

This section outlines the restrictions on consolidating adjoining lots into one single-family resident building site.

SECTION 6, UTILITY EASEMENTS

Structures are not allowed on utility easements. Easements can be crossed by driveways and walkways by making arrangements with the impacted utility company.

SECTION 7, PROHIBITION OF OFFENSIVE ACTIVITIES

No activity is allowed that is not related to single family residence purposes

No noxious or offensive activities are permitted. Examples would include recurring loud noise/music, traffic producing activities, the parking of vehicles on the grass in public view, and recurring vehicle repair in public view

Nothing is allowed which is an annoyance or nuisance to the neighborhood. Examples would include failure to maintain healthful and sanitary condition

SECTION 8, STORAGE OF AUTOS, BOATS, TRAILERS, ETC

No boats, trailers, campers, buses, inoperative vehicles, camp rigs, off truck or boat rigging shall be kept on the street or on driveways. Storage of such must not be in public view

SECTION 9, TEMPORARY STRUCTURES

No mobile home, trailer, tent, shack, garage or other outbuilding shall be used as a residence at any time. Portable storage buildings must be approved by the Architectural Control Committee, and cannot exceed 8 feet in height and 100 square feet in area

SECTION 10, ANIMALS

Only dogs, cats, or other common household pets are allowed. Up to 2 in each category are allowed per residence. No animals or fowl may be kept or bred for commercial purposes. No pets are allowed which are an annoyance to vicinity residents. See Section 7, also

SECTION 11, WALLS, FENCES & HEDGES

Must not be over 3 feet high if between the street and the residence structure. On side and rear, the height limit is 6 feet. All rear fences must be within 12 inches of the rear property line (See ARC-20 and ARC-60)

SECTION 12, VISUAL OBSTRUCTIONS AT INTERSECTIONS

Sight lines between 2 and 6 feet in elevation within the 25 foot equidistant triangle formed at each street corner on corner lots shall not be obstructed

SECTION 13, VISUAL SCREENING

Yard equipment, woodpiles, storage piles and the drying of clothes must be screened from public view

SECTION 14, SIDEWALKS

This section is specific with respect to placement, width and materials. It should be reviewed in detail before any changes are planned

SECTION 15, LOT MAINTENANCE

Lots shall be kept at all times in a sanitary, healthful, and attractive condition. Storage of material and equipment except for normal residential requirements is not allowed. Burning of trash, garbage or rubbish is not permitted.

SECTION 16, SIGNS

No signs or advertising structures of any kind are allowed except for one "For Sale" or "For Rent" sign not to exceed 24 inches by 34 inches. (See variance permitted for home security signs under the YARD & LOT MAINTENANCE/APPEARANCE Section of ARC-20 PROPERTY STANDARDS.)

SECTION 17, REMOVAL OF DIRT & TREES

Digging or removal of dirt is prohibited except as necessary in conjunction with approved improvements. No live trees shall be cut except to provide room for approved improvements.

SECTION 18, ANTENNAE

Only antenna which receive television signals are allowed. Such antennae must not be visible from the streets and large, dish type antennae larger than one meter in diameter must not be installed higher than six feet above grade nor be visible from the streets and adjacent lots at a height of six feet or less.

SECTION 19, ROOFING MATERIAL

All roofs must be (1) wood shingles or (2) asphalt/composition shingles with a minimum warranty period of 30 years and approximating weathered wood in both color and surface textural appearance. Triple tab asphalt shingles are not considered to have comparable surface textural appearance to wood shingles. Built-up type roofs utilizing crushed marble, slag or pea gravel may be used where not visible from the street. All roof replacements must be approved in advance by the Architectural Review Committee. They may approve other roof materials at their sole discretion.

SECTION 20, UNDERGROUND ELECTRICAL SERVICE

This section outlines the responsibilities of the electric company and the lot owner for the underground electrical service.

The following property standards are consistent with the deed restrictions applicable to each lot in Brook Forest. The intent of these standards is to provide for uniform enforcement of the deed restrictions in order to enhance property values for all lot owners in Brook Forest.

These standards do not cover all of the deed restrictions. These standards reflect the most frequent questions concerning our deed restrictions. The 20 deed restriction sections in Article 5 of the covenants, conditions and restrictions associated with each lot in Brook Forest should be consulted for additional information.

ROOFS AND GUTTERS

Heavy tile that is harmonious in color and style with the structure and neighborhood is an acceptable roof.

All asphalt/composition-type shingles used must have, at minimum, a warranty period of at least 30 years and shall be comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles. Triple tab asphalt shingles are not considered to have comparable surface textural appearance to wood shingles. Built-up type roofs utilizing crushed marble, slag or pea gravel may be used where not visible from the street. All roof replacements must be approved in advance by the Architectural Review Committee. They may approve other roof materials at their sole discretion.

Drip edges and gutters must be painted uniformly to match or coordinate with the exterior walls and trim of the structure.

Any noticeably missing or severely damaged roofing material must be replaced with matching material.

Any noticeably rusting valleys, gutters, roof jacks, etc. must be restored to matching condition by replacement, repair or repainting.

The above standards are covered by Sections 2, 7, and 19 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 30 days for painting and 60 days for repairs/replacement.

STRUCTURES

All non-brick, structure exterior surfaces must be kept painted/stained, and the color(s) must be harmonious with the neighborhood. Such sidings shall be kept reasonably clean.

Any noticeably peeling, splotchy, mildewed, etc. paint/stain on non-brick exterior surfaces must be restored. This rule applies to brick exterior surfaces which have been uniformly painted.

Any noticeably splotchy or mildewed brick exterior surfaces must be restored.

Any siding material (brick, wood, vinyl, etc.) must be uniform in materials and color. Any noticeably missing or damaged sections shall be repaired.

Stained or tinted windows/doors must be harmonious in color and appearance with the structure and neighborhood.

Noticeably damaged or hazed windows shall be replaced.

Mail boxes and mail box structures should be kept in good repair. Their color and style must be harmonious with the residential structure and the neighborhood.

Exterior colors should be subdued and not bright or "loud" enough to constitute an annoyance or nuisance in the neighborhood. Earth tones are the standard.

All exterior improvements, including painting, require the prior approval of the Architectural Control Committee.

Tree forts must not be in public view and must not be a visual annoyance to neighbors.

The above standards are covered by Sections 2 and 7 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 30 days.

VEHICLES & EQUIPMENT

No boats, trailers, campers, camping rigs removed from the vehicle, boat rigging, buses, inoperative vehicles, equipment, etc shall be parked or stored continuously or intermittently in public view in excess of 72 consecutive hours. These 72 hours begin at the hour that such item is first placed in public view, and does not restart until the item is removed from public view for at least 48 hours. Such items must be garaged or screened by an approved structure in order to be parked or stored in excess of 72 hours.

No boats, trailers, vehicles, equipment, etc shall be parked off of paved areas in public view. Storage of such items must not be an annoyance to neighbors.

No vehicles or equipment shall be allowed to impede the public right-of-way (e.g., blocking sidewalks).

The above standards are covered by Sections 7, 8, and 13 of our deed restrictions. Expected compliance time from the date of an official notification letter is 10 days.

YARD & LOT MAINTENANCE/APPEARANCE

Yards and paved areas shall be kept at all times in a neat and attractive appearance, and free from potentially dangerous objects. Yard maintenance includes regular mowing, trimming, edging, pruning and the removal of trash and debris.

The street gutter at the intersection of the curb and street shall be kept free of litter and plant growth.

An intentional "natural" look shall be carefully maintained and weeded regularly. Such a look is discouraged and may be deemed an annoyance by the neighborhood.

Cracks/joints in sidewalk, driveway and curb sections shall be weeded regularly and kept free from excessive plant growth.

Yard equipment, bicycles, toys, etc shall not be left in the public right-of-ways (e.g., on sidewalks) or in public view.

Exterior decorations shall be removed within four weeks following a holiday

No signs or advertising of any kind are allowed except for one "for sale" or "for rent" sign not to exceed 24 inches by 34 inches

A variance shall be granted for the placement of a sign in public view indicating the installation of a home security system if

- (a) An Architectural Review Application seeking a variance for installation of a sign is made by the lot owner
- (b) The sign is no larger than 12" x 12" in size
- (c) The top of the sign is placed no higher than three (3) feet above grade
- (d) The sign is placed within five (5) feet of the door, gate, or other entry to the lot owners building or fenced yard, and is placed upon the lot owner's property

No more than two such signs shall be permitted per home site. Signs not in public view are exempt from the deed restriction. Actual installation of a home security system is not a requirement to obtain such variances. No other variances for signs are permitted.

Tree limbs and shrubs must not impede the sidewalk or street traffic. For tree limbs, a clearance height of at least 8 feet over the sidewalk and street must be maintained (this is covered by a City of Houston ordinance)

The above standards are covered by Sections 7, 15, and 16 of our deed restrictions. Expected compliance time of an initial notification is 5 days for signs and items left in right-of-ways and 10 days on the other standards.

FENCES

All fences must meet the height and location requirements of Section 11 of our deed restrictions. Fences may be up to, but not higher than eight (8) feet.

Fences must be harmonious with their neighborhood in design, color, and appearance. Their structural integrity must be maintained, and they shall be kept in good repair at all times.

Wood and ornamental iron are preferred fence materials. Chain link is not acceptable at any location. In any event, fence material and color must be in harmony with its neighborhood.

The above standards are covered by Sections 2, 7, and 11 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 30 days.

PAVED AREAS

All paved areas should be kept in good repair. This includes sidewalks and driveways. Uneven sections in sidewalks and driveways should not pose a safety hazard to residents.

Any completely missing or severely damaged curb sections should be repaired.

The integrity of the curb section around any discharge drainage pipe must be maintained.

The above standards are covered by Sections 7 and 14 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 10 days.

ANTENNAE

Antennae are restricted to those receiving normal television signals. They should not be constructed, erected, or placed in any manner visible from the fronting streets on interior lots nor visible from the fronting or siding streets or corner lots.

SATELLITE DISHES

Digital satellites of one meter or less in diameter should be mounted out of public view. If they must be mounted in public view in order to receive an "acceptable quality signal" the mounting and the dish should be attached below the ridge line of the house or garage. The dish and mounting are to be screened from public view.

Suggested locations are

- 1 Postmounted no higher than eight (8) feet in the backyard of the home. Post cannot be mounted on easements.
- 2 Mounted on the rear eave of the home, but must be below the ridgeline of the home.
- 3 Mounted on the interior side fascia of the garage not above the ridgeline of the garage.

No electronic dish larger than one meter in diameter in order to receive a satellite signal designed for television viewing may be permitted to be mounted, installed or erected higher than six feet above the grade of the lot. Such a dish must be located at the rear of the residential dwelling and is not permitted if it is visible from any fronting or side street or adjacent lot from a height of six feet or less.

The above standards are covered by Sections 7, 13, and 18 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 10 days.

MISCELLANEOUS

Trash cans shall be kept out of public view on non-trash pickup days. Trash cans should be stored in a structure or hidden from public view by some form of approved screening.

The above standards are covered by Sections 7, 13, and 15 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 10 days.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BROOK FOREST, SECTION ONE
A SUBDIVISION IN HARRIS COUNTY, TEXAS

144-31-1992

STATE OF TEXAS |
 |
COUNTY OF HARRIS |

THIS DECLARATION, made on the date hereinafter set forth by
FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, herein-
after referred to as "Declarant",

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property heretofore platted
and subdivided into that certain subdivision known as Brook Forest, Section One,
according to the plat recorded in Volume 190 , Page 124 of the Map Records
of Harris County, Texas, said plat encompasses the following Lots and Common
Area which shall be held, sold and conveyed subject to the following covenants,
conditions, restrictions and easements, which are for the purposes of protecting
the value and desirability of, and which shall run with the real property and be
binding on all parties having any right, title or interest in the described properties
or any part thereof, their heirs, successors and assigns, and shall inure to the
benefit of each owner thereof

(1) Lots

Block 80, 1 through 11 ✓

Block 87, 1 through 20 ✓

Block 81, 12 through 22 ✓

Block 88, 1 through 60 ✓

Block 82, 1 through 77 ✓

Block 90, 10 through 22 ✓

Block 83, 1 through 50 ✓

(2) Common Area - Being Unrestricted Reserve "B" containing
5.9699 acres

ARTICLE I

DEFINITIONS

Section 1 "Association" shall mean and refer to Brook Forest Com-
munity Association, Inc , a nonprofit corporation, incorporated under the laws

141-31-1993

Section 2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

Section 3 "Properties" shall mean and refer to Brook Forest, Section One, and any additions thereto as may hereafter be brought within the jurisdiction of the Association

Section 4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map upon which there has been or will be constructed a single-family residence, but shall not mean or include any common area.

Section 5 "Common Area" shall mean all real property owned by the Association for common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows

Being a tract or parcel of land containing 5.9699 acres located in the Sylvester Murphy League, Abstract 53, Harris County, Texas, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone)

COMMENCING for reference at the southwest corner of the J. Roth 1/4 League, Abstract 64, Harris County, Texas, being in the northerly line of the aforementioned Murphy League,

THENCE with the common line of said Roth and Murphy Leagues N 86°23'41" E, 1784.65 feet to a point,

THENCE leaving said line S 03°36'19" E, 1407.05 feet to the POINT OF BEGINNING, the beginning of a curve,

THENCE along the arc of a curve to the left having a chord which bears S 70°10'46" E, a central angle of 78°57'30", a radius of 530.00 feet for a distance of 730.39 feet to a point for corner on said arc,

THENCE S 19°39'30" E, 129.55 feet to a point for corner,

THENCE S 41°07'58" E, 143.40 feet to a point for corner on the arc of a curve,

THENCE along the arc of a curve to the left having a chord which bears S 20°38'31" W, a central angle of 56°27'02", a radius of 980.00 feet for a distance of 965.54 feet to the end of said curve,

THENCE N 07°35'00" W, 136.85 feet to the beginning of a curve,

THENCE along the arc of a curve to the left having a chord which bears N 19°08'30" W, a central angle of 23°07'00", a radius of 2995.00 feet for a distance of 1208.37 feet to a point of tangency,

THENCE N 30°42'00" W, 65.69 feet to the POINT OF BEGINNING and containing 5.9699 acres of land

Section 6 "Declarant" shall mean and refer to Friendswood Development Company, an Arizona corporation, its successors and assigns.

144-31-1994

ARTICLE II

PROPERTY RIGHTS

Section 1 Owners' Easements of Enjoyment Every Owner shall have a right to an easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions

(a) the right of the Association to limit the number of guests of members,

(b) the right of the Association to establish uniform rules and regulations and to charge reasonable admission and other fees pertaining to the use of any recreational facility situated upon the Common Area,

(c) the right of the Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations,

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded

Section 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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1 Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification of membership.

144-31-1995

Section 2 The Association shall have two classes of voting membership.

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
- or
- (b) on January 1, 1980

Declarant hereby agrees to assign its right to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Brook Forest Community Association, Inc., when either of the conditions (a) or (b) above occur.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligation of Assessments

The Declarant, for each Lot owned within the Properties, hereby covenants, and Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinabove provided

The regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also 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

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, maintenance of the Common Area, parkways and entryways, negotiation of garbage and trash collection contracts, police service, fire protection and other similar services. It is specifically understood in regards to garbage and trash collection that the Association shall be responsible only to the extent of negotiating contracts for such service, cost of this service shall be borne directly by the Owners

Section 3 Maximum Annual Assessment Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Thirty-Two and No/100 Dollars (\$132.00) per lot

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment

144-31-1996

144-31-1997

may be increased each year not more than 3 per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3 per cent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments 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, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose

Section 5 Rate of Assessment. All Lots in Brook Forest, Section One, shall commence to bear their applicable assessments simultaneously and Lots owned by the Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to an annual assessment determined by the Board of Directors. Unoccupied Lots which are owned by Declarant shall be assessed at the rate of one-half (1/2) of the annual assessment during the development period of Brook Forest, Section One, and any succeeding Brook Forest sections duly annexed by the Association, however, said assessment shall be made only in the event and then only to the extent that assessments from occupied Lots are not sufficient to meet the operating budget of the Association. The rate of assessment for an individual Lot, within a calendar year, may change as the character of ownership and the status of occupancy change. The applicable assessment for such a Lot shall be prorated to the rate of each type of ownership.

Section 6 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot

Section 8 Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but only to that extent, and otherwise the lien shall survive such foreclosure or other proceedings. No sale or transfer shall relieve such Lot from liability of any assessments thereafter becoming due or from the lien thereof.

Section 9 Exempt Properties. All properties dedicated to and accepted by a local public authority, all Drill Site Reserves, 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. However, land or improvements devoted to dwelling use shall be exempt from said

144-31-199C

ARTICLE V

RESTRICTIONS OF USE

Section 1 Single Family Residential Construction. Subject to Sections 7 and 9 below, no building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars and bona fide servants' quarters, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full Lot as defined on the recorded subdivision plat or any recorded replat thereof approved by Declarant.

Section 2 Architectural Control No building or improvement of any character shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved by the Architectural Control Committee consisting of L. J. Pezoldt, George B. Meriwether and J. C. Rowlett or its assigns hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Committee fail to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

Section 3 Minimum Square Footage. The living area of the main residential structure shall not be less than 1,700 square feet for a one-story dwelling nor less than 2,000 square feet for a two-story structure. Two-story dwellings shall contain a minimum of 1,200 square feet on the ground floor. The exterior materials of the main residential structure including garage, if attached, shall be not less than fifty-one per cent (51%) masonry. Detached garages may be constructed. No more than one dwelling shall be built on any site as defined in Section 5 below. The Architectural Control assignee, at its sole discretion, is hereby permitted to approve

144-31-1999

deviations in the building area and location instances where, in their judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given will become a part of these Restrictions.

Section 4 Location of Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any Lot nearer than ten (10) feet to any side or rear street line Subject to the provisions of Paragraphs 3 and 5, no building shall be located nearer than five (5) feet to an interior Lot line, except that a garage or other permitted accessory building located seventy (70) feet or more from the front Lot line may be a minimum distance of three (3) feet from an interior Lot line For the purpose of this covenant, eaves, steps and unrooted terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot No garage located closer than seventy (70) feet to the front property line shall face and open at less than a ninety (90) degree angle to the front property line Garages on corner Lots may have driveway access to the side streets, however, no garage may open and face at less than a ninety (90) degree angle to the side street with the exception of garages on the following Lots which may open and face directly towards the side street providing the front of the garage is located the prescribed distance from the side street property line:

144-31-2000

- Block 80, Lot 1 - 25 feet from Lock Haven Drive
- Block 82, Lot 77 - 25 feet from Brook Forest Drive
- Block 83, Lot 5 - 25 feet from Ledgestone Drive
- Block 83, Lot 14 - 25 feet from Lock Haven Drive
- Block 83, Lot 15 - 25 feet from Lock Haven Drive
- Block 83, Lot 28 - 25 feet from Lock Haven Drive
- Block 83, Lot 39 - 25 feet from Brambling Drive
- Block 83, Lot 40 - 25 feet from Brambling Drive
- Block 83, Lot 50 - 25 feet from Brambling Drive
- Block 87, Lot 10 - 25 feet from Laurel Field Drive
- Block 87, Lot 11 - 25 feet from Laurel Field Drive
- Block 88, Lot 12 - 25 feet from Laurel Field Drive

Block 88, Lot 20 - 25 feet from Ledgestone Drive

Block 90, Lot 17 - 25 feet from Brook Forest Drive

Block 90, Lot 22 - 25 feet from Brook Forest Drive

No Lot shall have driveway access to Middlebrook Drive.

Section 5 Composite Building Sites. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block.

Section 6 Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and no structure shall be erected on any of said easements. Underground electric, gas and telephone service shall be available to all Lots in the subdivision. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current. Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither grantor nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Owner located on the land covered by said easements. In the event that audio and video communication services and facilities are made available to any of said Lots by means of an underground

144-31-2001

144-31-2002

have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 7 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant to be used for Sales Offices for a maximum period of seven (7) years from the date hereof. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.

Section 8 Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence.

Section 9 Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to eight (8) feet in height and one hundred (100) square feet in area and must be approved in accordance with Section 2, Article V of these conditions, covenants and restrictions. Temporary structures may be used as building offices and for other related purposes during the construction period. Such structures shall be inconspicuous and slighty and shall be removed at completion of construction.

Section 10 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets (not to exceed two of each category) provided they are kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an

144-31-2003

Section 11 Walls, Fences and Hedges No wall, fence, planter or hedge in excess of three (3) feet high shall be erected or maintained nearer to the front Lot line than the front building setback line, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge shall be more than six (6) feet high. No fence shall be of wire or chain link construction except for Lots 10 through 16 and Lots 18 through 22, Block 90, where chain link fences may be constructed only on the rear property lines. The Architectural Control Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations in height and construction materials related to fences and walls which in their judgment will result in a more beneficial use. Any wall, fence or hedge erected as protective screening on a Lot by Declarant shall pass ownership with title to the property and it shall be the Owner's responsibility to thereafter maintain said protective screening.

Section 12. Visual Obstructions at the Intersections of Public Streets No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner Lots.

Section 13 Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property.

Section 14 Sidewalks. Before the dwelling unit is completed or occupied, the Lot Owner shall construct a concrete sidewalk, four (4) feet in width parallel to the street curb two (2) feet from the Lot boundary and shall extend to the portion of the Lot boundary lines into the street right-of-way and/or street curbs for Lots. Owners of corner Lots shall install a sidewalk parallel to

Section 15 Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by Declarant, and then only during such condition as permitted by law. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien is herein and hereby retained against the above-described property in favor of Declarant or its assignee but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 16 Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the properties or any Lot except one sign for each building site, of not more than twenty-four (24) inches by thirty-four (34) inches, advertising the property for sale or rent, or except signs used by Declarant to advertise the property during the construction and sales period. Declarant shall have the right to remove any such sign, advertisement or billboard or structure which

144-31-2004

is placed on said Lots, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 17 Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 18 Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lots, houses or buildings constructed in this subdivision. Television antennae may be attached to the house, however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street.

Section 19. Roofing Material. The roof of any building shall be constructed or covered with (1) wood shingles, (2) asphalt or composition type shingles having a minimum weight classification of 275 pounds per square, comparable in color to weather wood shingles and comparable in surface textural appearance to wood shingles, the decision of such comparison rests with the Architectural Control Committee, or (3) crushed marble, slag or pea gravel set in a built up type roof on roof surfaces not visible from the fronting street. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 20 Underground Electrical Service. An underground electric distribution system will be installed in that part of Brook Forest Subdivision, Section One, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Brook Forest Subdivision, Section One. The Owner of each Lot in the Underground Residential Subdivision 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

144-31-2005

144-31-2006

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 Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses 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 and/or townhouses expressly excludes, without limitation, mobile homes and duplexes) Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Declarant has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall company the sum of (1) \$1.00 per front Lot foot, it having been agreed ant reasonably represents the excess in cost of the underground

facilities to serve such Lot, plus (11) 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.

ARTICLE VI

GENERAL PROVISIONS

Section 1 Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or 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.

Section 2. Servability. Invalidation of any one of these covenants or restrictions shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost

Section 5 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration Annexation of additional properties,

144-31-2007

NOTARY PUBLIC
COUNTY OF HARRIS TEXAS

JOHN W. PRINCE, the undersigned authority, on this day personally appeared
JOHN W. PRINCE, Vice President of FRISBURNWOOD DEVELOPMENT
CORPORATION, known to me to be the person whose name is subscribed to the
instrument, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed and in the capacity stated and
in the act and deed of said corporation.

144-31-2009

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of
January, A. D., 1972.

John W. Prince
Notary Public in and for
Harris County, Texas

NOTARY PUBLIC
HARRIS COUNTY TEXAS

FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS
1972 JAN 18 PM 12 39

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOK FOREST, SECTION TWO, A SUBDIVISION IN HARRIS COUNTY, TEXAS

119-11-1539

STATE OF TEXAS)
COUNTY OF HARRIS)

THIS DECLARATION, made on the date hereinafter set forth by FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, hereinafter referred to as "Declarant";

Handwritten initials and date: 1/24/11

WITNESSETH:

Handwritten note: 119-11-1539

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain subdivision known as Brook Forest, Section Two, according to the plat recorded in Volume 220, Page 66 of the Map Records of Harris County, Texas; said plat encompasses the following Lots which shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

(1) Lots:

- List of lots: Block 58, 16 through 28; Block 59, 57 through 73; Block 69, 1 through 41; Block 70, 1 through 24; Block 71, 1 through 23; Block 72, 1 through 22; Block 73, 1 through 14; Block 80, 12 through 61; Block 81, 1 through 11; Block 84, 1 through 27; Block 85, 1 through 25; Block 86, 1 through 22; Block 89, 1 through 23; Block 90, 1 through 9

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Brook Forest Community Association, Inc., a nonprofit corporation, incorporated under the laws of the State of Texas, its successors and assigns

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to

the surface estate in any Lot or tract of land which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to Brook Forest, Section Two, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map upon which there has been or will be constructed a single-family residence, but shall not mean or include any common area.

Section 5. "Common Area" shall mean all real property owned by the Association for common use and enjoyment of the Owners. The Common Area owned by the Association at the time of the conveyance of the first Lot is described as follows:

Being a tract or parcel of land containing 5.9699 acres located in the Sylvester Murphy League, Abstract 53, Harris County, Texas, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

COMMENCING for reference at the southwest corner of the J. Roth $\frac{1}{2}$ League, Abstract 64, Harris County, Texas, being in the northerly line of the aforementioned Murphy League;

THENCE with the common line of said Roth and Murphy Leagues N 86°23'41" E, 1784.65 feet to a point;

THENCE leaving said line S 03°36'19" E, 1407.05 feet to the POINT OF BEGINNING, the beginning of a curve;

THENCE along the arc of a curve to the left having a chord which bears S 70°10'46" E, a central angle of 78°57'30", a radius of 530.00 feet for a distance of 730.39 feet to a point for corner on said arc;

THENCE S 19°39' 30" E, 129.55 feet to a point for corner;

THENCE S 41°07'58" E, 143.40 feet to a point for corner on the arc of a curve;

THENCE along the arc of a curve to the left having a chord which bears S 20°38'31" W, a central angle of 56°27'02", a radius of 980.00 feet for a distance of 965.54 feet to the end of said curve;

THENCE N 07°35'00" W, 136.85 feet to the beginning of a curve;

THENCE along the arc of a curve to the left having a chord which bears N 19°08'30" W, a central angle of 23°07'00", a radius of 2995.00 feet for a distance of 1208.37 feet to a point of tangency,

THENCE N 30°42'00" W, 65.69 feet to the POINT OF BEGINNING and containing 5.9699 acres of land.

Section 6 "Declarant" shall mean and refer to Friendswood Development Company, an Arizona corporation, its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

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

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to establish uniform rules and regulations and to charge reasonable admission and other fees pertaining to the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 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.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1 Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association shall be a member of the Association. The foregoing is not intended

to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification of membership.

Section 2. The Association shall have two classes of voting membership.

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

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1980.

Declarant hereby agrees to assign its right to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Brook Forest Community Association, Inc., when either of the conditions (a) or (b) above occur.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association

- (a) annual assessments or charges, and

- (b) special assessments for capital improvements, such assessments to be established and collected as hereinabove provided.

The regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also 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.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, maintenance of the Common Area, parkways and entryways, negotiation of garbage and trash collection contracts, police service, fire protection and other similar services. It is specifically understood in regards to garbage and trash collection that the Association shall be responsible only to the extent of negotiating contracts for such service; cost of this service shall be borne directly by the Owners.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Thirty-Two and No/100 Dollars (\$132.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3 percent above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3 percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for

this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments 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, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Rate of Assessment. All Lots in Brook Forest, Section Two, shall commence to bear their applicable assessments simultaneously and Lots owned by the Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to an annual assessment determined by the Board of Directors. Unoccupied Lots which are owned by Declarant shall be assessed at the rate of one-half (1/2) of the annual assessment during the development period of Brook Forest, Section Two, and any succeeding Brook Forest sections duly annexed by the Association; however, said assessment shall be made only in the event and then only to the extent that assessments from occupied Lots are not sufficient to meet the operating budget of the Association. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy change. The applicable assessment for such a Lot shall be prorated to the rate required of each type of ownership.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each

annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but only to that extent, and otherwise the lien shall survive such foreclosure or other proceedings. No sale or transfer shall relieve such Lot from liability of any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Properties. All properties dedicated to and accepted by a local public authority, all Drill Site Reserves, 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. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

RESTRICTIONS OF USE

Section 1 Single Family Residential Construction. Subject to Sections 7 and 9 below, no building shall be erected, altered or

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permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars and bona fide servants quarters, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full Lot as defined on the recorded subdivision plat or any recorded replat thereof approved by Declarant

Section 2. Architectural Control. No building or improvement of any character shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved by the Architectural Control Committee established by Declarant, its successors or assigns, as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

Section 3. Minimum Square Footage. The living area of the main residential structure shall not be less than 1,700 square feet for a one-story dwelling nor less than 2,000 square feet for a two-story structure. Two-story dwellings shall contain a minimum of 1,200 square feet on the ground floor. Detached garaged may be of wood siding construction. No more than one dwelling shall be built on any one Lot or building site as defined in Section 5 below: The Architectural Control Committee or its assignee, at its sole discretion, is hereby permitted to approve deviations in the building area and location instances where, in their judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given will become a part of these Restrictions

Section 4. Location of Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any Lot nearer than ten

(10) feet to any side or rear street line. Subject to the provisions of Paragraphs 3 and 5, no building shall be located nearer than five (5) feet to an interior Lot line, except that a garage or other permitted accessory building located seventy (70) feet or more from the front Lot line may be a minimum distance of three (3) feet from an interior Lot line. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. No garage located closer than seventy (70) feet to the front property line shall face and open at less than a ninety (90) degree angle to the front property line. Garages on corner Lots may have driveway access and open to the side streets.

Section 5. Composite Building Sites. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family resident building site, with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block.

Section 6. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and no structure shall be erected on any of said easements. Underground electric, gas and telephone service shall be available to all Lots in the subdivision. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current. Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways or walkways prior to construction thereof.

Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither grantor nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Owner located on the land covered by said easements. In the event that audio and video communication services and facilities are made available to any of said Lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 7. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant to be used for Sales Offices for a maximum period of seven (7) years from the date hereof. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Storage of Automobile, Boats, Trailers, Other Vehicles and Equipment. No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view, either within the garage or behind a solid fence.

Section 9. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to eight (8) feet in height and one hundred (100) square feet in area and must be approved in accordance with Section 2,

Article V of these conditions, covenants and restrictions. Temporary structures may be used as building offices and for other related purposes during the construction period. Such structures shall be inconspicuous and slighty and shall be removed at completion of construction.

Section 10. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets (not to exceed two of each category) provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity.

Section 11. Walls, Fences and Hedges. No wall, fence, planter or hedge in excess of three (3) feet high shall be erected or maintained nearer to the front Lot line than the front building setback line. No rear fence, wall or hedge and no side fence, wall or hedge shall be more than six (6) feet high. No fence shall be of wire or chain link construction except for Lots 1 through 9, Block 90, where chain link fences may be constructed on the rear property lines. No fence shall be constructed outside the side building setback line adjacent to the Green Belt drainage easement on the following Lots:

Lot 73, Block 59

Lots 1 and 25, Block 85

Lots 1 and 23, Block 89

Corner lots on Plum Hollow shall have no fence constructed nearer to the side lot line than the building setback line parallel to the side street. The Architectural Control Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations in height and construction materials related to fences and walls which in their judgment will result in a more beneficial use. Any wall, fence or hedge erected as protective screening on a Lot by Declarant shall pass ownership with title to the property and it shall be the Owner's responsibility to thereafter maintain said protective screening.

Section 12. Visual Obstructions at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street

permitted to remain on any corner Lots.

Section 13 Visual Screening on Lots The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, as to conceal them from view of neighboring Lots, streets or other property.

Section 14. Sidewalks. Before the dwelling unit is completed or occupied, the Lot Owner shall construct a concrete sidewalk, four (4) feet in width parallel to the street curb two (2) feet from the Lot boundary and shall extend to the projection of the Lot boundary lines into the street right-of-way and/or street curbs at corner Lots. Owners of corner Lots shall install such a sidewalk parallel to the front Lot line and the side street Lot Line. The Architectural Control Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations as to geometric sidewalk placement or construction materials.

Section 15. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by Declarant, and then only during such condition as permitted by law. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive,

healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien is herein and hereby retained against the above-described property in favor of Declarant or its assignee but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 16. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the properties or any Lot except one sign for each building site, of not more than twenty-four (24) inches by thirty-four (34) inches, advertising the property for sale or rent, or except signs used by Declarant to advertise the property during the construction and sales period. Declarant shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lots, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 17. Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 18. Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lots, houses or buildings constructed in this subdivision. Television antennae may be attached to the house, however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street.

Section 19. Roofing Material. The roof of any building shall be constructed or covered with (1) wood shingles, (2) asphalt or composition type shingles having a minimum weight classification of 275

pounds per square, comparable in color to weather wood shingles and comparable in surface textural appearance to wood shingles, the decision of such comparison rests with the Architectural Control Committee, or (3) crushed marble, slag or pea gravel set in a built up type roof on roof surfaces not visible from the fronting street. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 20. Underground Electrical Service. An underground electric distribution system will be installed in that part of Brook Forest subdivision, Section Two, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Brook Forest Subdivision, Section Two. The Owner of each Lot in the Underground Residential Subdivision 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 Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses or 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 and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Declarant has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the company the sum of (i) \$1.00 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 (ii) 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.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or 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.

Section 2. Servability. Invalidation of any one of these covenants or restrictions shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20)

years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Books and Records The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Development of Minerals. There is hereby excepted from the land encompassed by the boundaries of this subdivision, Brook Forest, Section Two, and Declarant will hereafter except from all its sales and conveyances of said land, or any part thereof, including the locations for buildings and the Common Area, all oil, gas and other minerals in, on and under said land, but Declarant hereby waives, and will waive or secure waiver of, in each such conveyance, the right to use the surface of the land for development of oil, gas and other minerals, provided that Declarant hereby retains and reserves and in each such conveyance will retain and reserve the right to pool the land with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100'). Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their interest of record

119-11-1555

Section 7 Annexation Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of membership. However, upon the submission and approval by FIAA and VA of a general plan of the entire development, and upon the subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors without obtaining homeowner's consent.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22nd day of April, A.D., 19 75.

ATTEST
[Circular Notary Seal]
[Signature]
Secretary

FRIENDSWOOD DEVELOPMENT COMPANY *fmk*
By [Signature] *OK FORM 10/18*
Vice President *OK TRANS.*

119-11-1556

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES L. PENCK, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY.

GIVEN UNDER MY HAND and seal of office this the 22nd day of April, 1975.



Helene R. Kirby
Notary Public in and for
Harris County, Texas

RETURN TO:

FRIENDSWOOD DEVELOPMENT COMPANY
1000 BAY AREA BLVD / HOUSTON TEXAS 77058

E M "ED" RUTLEDGE
RESIDENTIAL SALES COORDINATOR
CLEAR LAKE CITY—BAYPORT PROJECT
(713) 488 0580