

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

BRITTANY BAY HOMEOWNERS ASSOCIATION, INC.

This Declaration of Covenants, Conditions, and Restrictions is made this 15th day of January, 1984, by Village Developers-Gulf Freeway, Inc., a Texas corporation, (hereinafter referred to as "Declarant").

P R E A M B L E

Declarant is the owner of the real property described as follows:

Being 50.301 acres of land out of and part of the G.C.D.R. Company Survey, Galveston County. Section One of Brittany Bay with 11 blocks and 204 lots.

Being 39.274 acres of land out of and a part of the G.C.D.R. Company Survey, Galveston County. Section Two of Brittany Bay with 7 blocks and 163 lots.

Declarant intends by this Declaration to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Brittany Bay subdivision. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and the interrelationships of the component residential associations, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be submitted to this Declaration. The Association hereby created may perform educational, recreational, charitable, and other social welfare activities.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose 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, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and Lenders hereby join for the express purpose of subordinating any and all liens which they may hold to the easements, restrictions, covenants, and conditions herein imposed, provided, however, that such subordination shall in no event extend to any lien or charge imposed by or provided for in this Declaration.

ARTICLE I

DEFINITIONS

SECTION 1.01. "Association" shall mean and refer to Brittany Bay Homeowners Association, a Texas Non-Profit Corporation, its successors and assigns.

SECTION 1.02. "Book of Resolutions" shall mean and refer to the document containing the rules, regulations, and policies of the Association as they may from time to time be amended.

SECTION 1.03. "Common Area" shall mean all real property and improvements, if any, owned or leased by the Association for the common use of the Owners.

SECTION 1.04. "Declarant" shall mean and refer to Village Developers-Gulf Freeway, Inc. Its successors and assigns if such successors or assigns should acquire more than one developed or undeveloped Lot from the Declarant for the purpose of development.

SECTION 1.05. "Directors" or "Board of Directors" shall refer to the duly appointed or elected Board of Directors of the Brittany Bay Homeowners Association.

SECTION 1.06. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplemental Declarations, and the Association By-Laws, all as initially drawn by the Declarant and filed and

recorded as the case may be, and all as may be duly amended from time to time.

SECTION 1.07. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

SECTION 1.08. "Lot" shall mean and refer to any of the individually numbered plots of land shown upon the recorded subdivision map of Brittany Bay or any replat thereof as hereinbefore set out.

SECTION 1.09. "Members" shall mean and refer to members of the Association, which shall consist of all Owners and the Declarant as provided for in Article III.

SECTION 1.10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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 1.11. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be annexed by the Association.

SECTION 1.12. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered (or the delivery of which has been certified by the Postal Service or other entity to have been attempted) to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt.

SECTION 1.13. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated, together with their legal children; provided, however, that bona fide, salaried servants shall not be counted for purposes to this section.

ARTICLE II

COMMON PROPERTY RIGHTS

SECTION 2.01.- Members' Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot.

SECTION 2.02. Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

- A. Fees and Rules. The right of the Association, in its discretion, to charge reasonable admission and other fees for the use of the recreational Common Areas, and to make, publish, and enforce reasonable rules and regulations

governing the use and enjoyment of the Common Areas and Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Areas and Facilities by guests or invitees of Members, including, without limitation, the number of guests or invitees who may use such Common Areas and Facilities or any part thereof at the same time.

B. Normal Business Functions. The right of the Association to carry on normal business functions according to the provisions of the Governing Documents pertaining to all of the Common Areas and Facilities including but not limited to the rights to sell, grant, convey, lease, mortgage, or dedicate to any individual, agency, company, or utility, any portion of or rights pertaining to such Common Areas; or to construct, purchase, lease, or contract for any additional property, facilities, equipment, etc.; or to borrow money for the purpose of constructing, improving, maintaining, or repairing said Common Areas or Facilities and in aid thereof to mortgage said property. All such rights shall be for the general benefit of the Members.

C. Agreements and Contracts. The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Areas and Facilities in such instances and on such terms as its Board of Directors may deem appropriate; the right of the Association to operate recreational facilities and related concessions located on such Common Areas; the right of the Association to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to Common Facilities in such instances and on such terms as its Board of Directors may deem appropriate.

D. Suspension of Rights. The right of the Association to suspend the voting rights of a Member or his rights to use any Common Areas during the period he is in default in excess of thirty (30) days in the payment of any assessment against his Lot and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and any Supplemental Declarations or in its By-Laws or at law or in equity on account of any such default or infraction.

E. Other Restrictions. The restrictions as to use of the Common Areas provided for elsewhere in the Governing Documents.

SECTION 2.03. Title to Common Areas: The Declarant may retain the legal title to the Common Areas in the Properties until such time as it has completed improvements thereon, if any, and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. Until title to such Common Areas has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all of the rights and privileges relating to such Common Areas and facilities granted to the Association in this Declaration and all Supplemental Declarations.

SECTION 2.04. Delegation of Use: Any Member may delegate his right of use and enjoyment of the Common Areas and facilities in the Properties, together with all easement rights granted to Members in this Declaration and all Supplemental Declarations, to the members of his family, his tenants, lessees, or contract purchasers.

SECTION 2.05. Cable Television Service: So long as there is Class B membership in the Association, Declarant reserves the right, at its sole option, to hereafter enter into a franchise or similar type agreement with one or more Cable Television Companies and Declarant shall have the right and power in such agreement or agreements to grant to such Cable Television Company or Companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within all utility easements or rights-of-way reserved and dedicated herein. So long as there is Class B membership in the Association, Declarant does hereby reserve unto itself, its successors and assigns the sole and exclusive right to obtain and retain all income, revenue and other things of value paid or to be paid by such Cable Television Company or Companies to Declarant pursuant to any such agreements between Declarant and such Cable Television Company or Companies. When the Class B membership in the Association ceases, as provided in Article III, Section 3.02, hereof, all of the rights and powers retained in this Article II, Section 2.05, shall thereafter pass to and be vested in the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 3.01. LOT OWNERS AS MEMBERS: Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 3.02. CLASSES OF MEMBERSHIP: 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(s) shall be the Declarant 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 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, 1990, or

(c) when, in its discretion, the Declarant so determines. Provided, however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article, whichever occurs first; however, upon reinstatement due to Annexation of additional property, the date in Article III, Section 3.02 (b) above shall be extended to December 1, 1992.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 4.01. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 4.02. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and the security of property in the Properties, for the improvement and maintenance of the Common Area, for the enforcement and

preservation of the Covenants, Conditions and Restrictions hereby imposed, and for the improvement and maintenance of the medians and esplanades in the streets in the subdivisions.

SECTION 4.03. 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 \$200.00.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be increased either by an amount equal to ten percent (10%) of the maximum annual assessment for the previous year or by the increase in the Consumer Price Index (CPI) published by the U.S. Department of Labor, specifically the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, all items unadjusted for seasonal variation, whichever is greater. The CPI adjustment to the maximum assessment for any year shall be the amount determined by (i) taking the dollar amount specified above in the first sentence of this Section, (ii) multiplying that amount by the published CPI number for the sixth month prior to the beginning of the subject year and (iii) dividing that resultant by the published CPI number for the sixth month prior to the month in which this declaration was signed by the Declarant.

B. In the event that the aforementioned Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average is not published by the U.S. Department of Labor, the maximum annual assessment shall be adjusted by the use of any similar applicable index currently published by the United States Government. If no similar applicable index is published, then the maximum annual assessment shall be increased by an amount equal to the average percentage increase over the previous history of the Association.

C. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment amount specified above in the first sentence of this Section and used in the above CPI adjustment formula may be changed by a vote of the members, provided that any such change shall have the assent of the majority of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the

maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

D. (The Board of Directors may fix the annual assessment, as of January 1 of each year immediately following the conveyance of the first lot to an Owner, at an amount not in excess of the maximum as provided in Paragraphs (A) and (B) of this Section 3.) As long as there is a Class B membership the Board of Directors may charge and collect a fraction of the annual assessment on each Lot until the conveyance of said Lot by Declarant to an Owner, provided that, after any conveyance of the Common Area, any such fractional charge to Declarant shall not be less than fifty percent (50%).

SECTION 4.04. SPECIAL ASSESSMENTS:

A. Capital Improvement Assessment: The Association may levy in any assessment year a Special Assessment against the Lots, applicable to that year and payable over not more than the next three succeeding years, 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, or upon public lands within the Properties, provided that any such assessment shall have the assent of the Class B Membership, if any, and of the majority of the votes of a Quorum of Members voting according to the provisions of Section 4.05.

B. Special Services Assessment: The Association may from time to time establish fees for special services provided to or on behalf of the Members including but not limited to, security services, mosquito control, garbage pickup, etc. The setting of such fees shall require the assent of the majority of the votes of a Quorum of Members voting according to the provisions of Section 4.05.

C. Restoration Assessment: The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article IX, or who fails to provide such maintenance funds as may be required by this Declaration or any Supplemental Declaration for such Lot. Restoration Assessments shall be set solely by the Board of Directors and shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds, plus any penalty fees, interest, and the cost of collection thereof.

SECTION 4.05. NOTICE AND QUORUM FOR ANY ACTION UNDER SECTIONS 4.02, 4.03 and 4.04: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days

nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called with the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 4.06. UNIFORM RATE OF ASSESSMENT: Annual and special assessments shall be fixed at a uniform rate as follows:

A. Owners as defined herein shall pay 100% for both annual and special assessments;

B. The declarant and its successors as defined herein shall pay 50% of both annual and special assessments attributable to their unimproved lots.

SECTION 4.07. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS: The assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. 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. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Brittany Bay Homeowners Association, Inc. or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the lien by all methods available for the enforcement of liens, including foreclosure. No Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases, and the personal obligation for delinquent assessments shall not pass to successors in title unless specifically assumed by them.

SECTION 4.08. COMMENCEMENT DATE OF ASSESSMENTS DUE DATES: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of a lot to an Owner for use as his residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

SECTION 4.09. DUE DATES OF ASSESSMENTS: The Board of Directors shall fix the amount of the assessments 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 due date and delinquent date of any special assessment under Section 4.04 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 4.10. DELINQUENT DATE AND COSTS: Any assessment not paid within thirty (30) days after the due date is delinquent.

SECTION 4.11. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessment not paid within thirty (30) days after the due date is delinquent. In the event of default in the payment of any assessment, the owner of the Property shall be obligated to pay such penalty fees as may be established by the Association along with interest, at the rate established by the Board up to the maximum rate allowed by law, on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorney's fees. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

SECTION 4.12. ASSESSMENT LIEN AND FORECLOSURE: All sums assessed in the manner provided for in this Article but unpaid, shall (together with penalty fees and interest as provided in Section 4.11 hereof, and the cost of collection, including attorney's fees as herein provided) thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner, and his heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on any purchase money lien or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question, and shall specifically be prior to any declaration of homestead. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Association. In any case the Association shall be made a party to any court proceedings to enforce any lien deemed to be superior to any assessment lien. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Harris County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 4.10 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the

assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred along with any penalty fees and interest accrued. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

SECTION 4.13. 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 4.14. CERTIFICATE OF ACCOUNT: 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting the same.

SECTION 4.15. EXEMPT PROPERTY: All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein, except no land or improvement devoted to dwelling use shall be exempt from said assessments.

SECTION 4.16. MANAGEMENT AGREEMENTS: Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners upon payment of the copying charge. All management agreements shall be made with responsible parties having experience adequate for the management of this project.

SECTION 5.01. DESIGNATION OF COMMITTEE: The Association shall have an Architectural Control Committee, which shall consist of at least three (3) members who shall be appointed by the Board of Directors of the Association. Until December 31, 1990, the appointment of the members of the Architectural Control Committee must be approved by the Declarant (unless such right is specifically waived by written notice to the Association), and any and all members of such committee may be removed by the Board of Directors and/or the Declarant without cause. After such date, the Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

SECTION 5.02. FUNCTION OF ARCHITECTURAL CONTROL COMMITTEE: No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained, or permitted to remain on any portion of the Properties until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary according to the published "Procedures for Approval" described in Section 5.03 B, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be by majority vote of the committee and shall be final, conclusive, and binding upon the applicant. In addition the Architectural Control Committee shall be responsible for monitoring the compliance of all of the Owners with the provisions of this Declaration. All actions or decisions of the Architectural Control Committee shall be final and binding subject only to Appeal by the Member or other party to the Board as provided for Section 5.12.

SECTION 5.03. APPLICATION PROCEDURES:

A. General Procedures for Any Addition or Change:

1. Each Lot owner will submit his proposal for any addition, alteration or improvement to the Architectural Control Committee in writing, using a Request for Improvement Form containing all the materials and information defined in the published "Procedures for Approval." The proposal will contain a description of the project, including the height, width, length, size, shape, color, materials, and location of the proposed improvement. Photographs or sketches of similar completed projects will aid in the consideration. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included. The proposal should include a letter describing the proposed addition or alterations. The proposal

shall be checked for specific conformance to the restrictions defined in Articles VI, VII, and VIII of this Declaration. Requests not in conformance will be automatically denied unless a specific request for variance is made by the owner.

2. Oral requests will not be considered.

3. Each alteration or addition must be specifically approved even though the intended alteration or improvement conforms to the Declaration, and even when a similar or substantially identical alteration or addition has been previously approved.

4. The applicant shall be informed in writing of the decision.

5. If a proposal is rejected, the reason(s) for disapproval shall be stated as part of the written decision.

6. The applicant is free to request reconsiderations, if new or additional information which might clarify the request or demonstrate its acceptability can be provided.

7. All plans specifications, and other materials submitted shall become the property of the Architectural Control Committee and will not be returned. All of the items submitted along with a copy of the Request for Improvement will be filed according to address, along with the written decision and a statement of action taken, if any.

B. Procedures for Approval: The Architectural Control Committee shall make available to any person or entity upon their request a copy of the "Procedures for Approval" which shall (1) restate the provisions in Subsection A as shown herein or as modified by the Committee; (2) define any other requirements, procedures, or construction standards adopted by the Committee; and (3) state any fee structure as provided in Subsection D below.

C. Changes in Procedures: The Architectural Control Committee, subject to the approval of the Board of Directors, may change the procedures and requirements defined in Subsections A and B herein by recording such changes or new procedures in the Book of Resolutions and subsequently making available to all Owners upon request a copy of the new "Procedures for Approval."

D. Charges: The Architectural Control Committee shall have the right to establish reasonable fees for its regular services. Said fees may be used to cover the costs of providing the services, including, but not limited to, research, copying of materials, etc. Any fees established will be subject to the approval of the Board of Directors

and shall be noted in the Book of Resolutions. The fee structure shall be equitable to all Members and a statement of the fees will be made in the published "Procedures for Approval." In addition, the Committee shall have the right to charge for reimbursement of any unusual expenses required or helpful in reviewing an application for approval, including, but not limited to, the expenses of hiring outside expert counsel.

SECTION 5.04. DEFINITION OF "IMPROVEMENT": Improvement shall mean and include all buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, driveways, swimming pools, solar energy products, changes in any exterior color or shape, and any new exterior construction or exterior improvement which may not be included in any of the foregoing. It does not include garden, shrub or tree replacements or any other normal replacement or repair which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

SECTION 5.05. BASIS OF APPROVAL: Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of this Declaration.

SECTION 5.06. MINIMUM CONSTRUCTION STANDARDS: The Architectural Control Committee may from time to time establish an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and the Architectural Control Committee shall not be bound thereby.

SECTION 5.07. VARIANCES: Anything contained in this Article V or elsewhere in this Declaration to the contrary notwithstanding, the Architectural Control Committee is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Subdivision Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of the Committee such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole. The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances

requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved out building), and signed by a majority of the then members of the Architectural Control Committee. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance within thirty (30) days after said plans have been submitted to it.

SECTION 5.08. FAILURE OF THE COMMITTEE TO ACT: In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it (except as specifically set out in Section 5.07 above) approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the Properties in a manner inconsistent with any provision of this Declaration. EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant in Article IX hereof. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

SECTION 5.09. LIMITATION OF LIABILITY: Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by

this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

SECTION 5.10. NO WARRANTY IMPLIED: The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

SECTION 5.11. PROCEDURES FOR MONITORING ARCHITECTURAL COMPLIANCE AND COMPLIANCE WITH THIS DECLARATION:

A. Inspection:

1. The Architectural Control Committee may periodically survey the Properties for compliance with architectural standards and the provisions of this Declaration.

B. Alleged Violations:

1. All reports of alleged violations must be submitted in writing to the Architectural Control Committee.

2. The chairman will appoint one member to investigate the allegation. If no violation is discovered, the complaintant will be informed in writing. If it appears that there is a violation, the Architectural Control Committee will determine the appropriate disposition of the matter after the validity of the violation has been established.

3. In all cases, the name of the lot owner(s) responsible for the alleged violations shall be kept confidential until the violation has been established.

4. In all cases, the name of the complaintant shall be kept confidential.

SECTION 5.12. APPEALS: Any Member or other individual or entity directly affected by a decision of the Architectural Control Committee may appeal in writing to the Board such appeal shall follow the Procedures for Appeal that are established by the board.

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 6.01. USE RESTRICTIONS: Lots in the Brittany Bay Homeowners Association are intended for single family residential purposes only, as further described herein, and are additionally subject to all of the restrictions of the Section.

A. Residential Only: Each lot (including land and improvements) shall be used for single family residential

purposes only. No owner or other occupant shall use or occupy his Lot, or permit the same or any party thereof to be used or occupied, for any purpose other than as a private single family residence for the owner or his tenant and their families and domestic servants (and their families) employed on the premises. As used herein, the term "single family residential purpose" shall be deemed to prohibit specifically, but without limitation, the use of lots for duplex apartments, garage apartments or other apartment use, and no room(s) in the dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

B. No Commercial: No profession, business, or commercial activity which is in any way evident from the exterior of any building or which entails visitation by the general public shall be allowed on any Lot. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the property and no structure, facility, or area of any Lot shall be used for mechanical repair or construction work, manufacturing or production of any product except purely for such purposes as would be considered a hobby and not a primary business by the United States Internal Revenue Service regardless of whether such hobby shall be done for purposes of profit. In any case all hobby activities shall be carried out in a manner and/or in a facility keeping with the intent that said Lot be kept in a neat and presentable manner as further defined in Article IX.

C. Temporary and Other Structures: No structure of a temporary character, trailer, mobile, (except on Water District lots during construction period) modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements in the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sale

offices. Declarant and builders shall also have the temporary right to use a residential structure, garage, or other permitted accessory building situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations in the Properties, but in no event, shall a builder have such right for a period in excess of six (6) months from the date of substantial completion of his last residence in the Properties. Nothing contained herein, however, shall prohibit the construction of permanent outbuildings pertinent to single family use and approved by the Architectural Control Committee. Such outbuildings must meet all construction requirements of this Declaration and must be of an architectural style similar to or complimentary to the style of the main residence.

D. Signs: Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant (or any successors or assigns of Declarant to whom the rights of Declarant under this Section are expressly transferred) shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot or the Common Areas, except as approved by the architectural control committee.

E. Garbage and Refuse Storage and Disposal: All Lots and the Common Areas shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Areas shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view except as necessary for garbage pick-up days. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No burning of rubbish or trash shall be permitted at any time.

F. Window Air Conditioners: No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, provided that the Architectural Control

Committee may, at its discretion, permit window or wall type air conditioners to be installed if such unit, when installed, shall not be visible from a street, such permission to be granted in writing.

G. Window Coverings: Unacceptable window coverings must be removed within sixty (60) days of occupancy. Acceptable window coverings are: draperies, shades, blinds, shutters or curtains.

SECTION 6.02 VEHICLES AND UNSIGHTLY ARTICLES:

A. Storage: No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any lot so as to be visible from adjoining property or public or private streets. Without limiting the generality of the foregoing, golf carts, trailers, mobile homes, recreational vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, hanggliders or similar motorized or non-motorized recreational type vehicles and garden maintenance equipment shall be kept at all times, except when in actual use, stored behind the back building line of the residence or garage and screened from public view, either within the garage or behind a fence suitable to the Architectural Control Committee.

B. Parking: Passenger automobiles, passenger vans, motorcycles, or pickup trucks with no more than two axles, that are not in operating condition, having current license plates and inspection stickers, that are not in daily use as motor vehicles on the streets and highways of the State of Texas, may not be parked on the driveways or on the street right of way. No vehicle may be parked on the yard or on the sidewalk. No vehicle of any type shall be parked on the street in front of a lot or common area for a period in excess of forty-eight (48) hours.

C. Repair: No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Common Areas. No repair work shall be performed on automobiles or other vehicles in driveways, or visible from the street or except such work that is of a temporary nature. Any regularly recurring repair or dismantling work shall take place within a garage or other building screened from public view.

SECTION 6.03 ANIMALS:

A. Domestic Animals: No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets of the domestic variety may be kept, provided that they are not kept, bred or maintained for commercial purposes and

provided that no more than two (2) of each type animal is kept.

B. Leashes and Tags: All dogs shall be kept in a fenced area or secured by chain or leash and no animal will be allowed to roam or run about at large. No animals shall be allowed in or around any Common Facilities. Furthermore, all dogs and cats shall wear a collar at all times exhibiting a current rabies vaccination tag.

C. Nuisance: Nothing herein contained shall ever be construed so as to permit the keeping of animals or pets to become a nuisance or be obnoxious to the occupants or owners of neighboring property, or to become a hazard to the health, welfare and well-being of the community, and all animal owners are responsible for any property damage, mess, injury, and disturbances their pet may cause or inflict. Said determination shall rest completely with the Board at their discretion.

SECTION 6.04. MINERAL OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

SECTION 6.05. LAWFUL PURPOSES: No lot in the Subdivision, or any part thereof, shall be used for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations relating to or affecting the use, occupancy, or possession of any of the said sites. All building lots and plots are subject to the rules and regulations pertaining to and available from all governmental bodies having jurisdiction over the development of building lots and plots, construction of buildings and operation of all public facilities within the subdivision. The Architectural Control Committee may permit such variances as are required to comply with this section.

SECTION 6.06. NUISANCE: No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Areas, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. Additionally, no motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to operate in the Properties, if, in the sole judgement of the Board of Directors such operation, by reason of noise or fume emitted, or by reason of manner of use, shall constitute a nuisance.

SECTION 6.07. FIREWORKS AND WEAPONS: No Lot or any other

portion of the Property shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow, or any type of explosive or fireworks, or any other device capable of injuring or killing.

SECTION 6.08. DISEASES AND INSECTS: No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed, or harbor plant disease or noxious insects.

SECTION 6.09. EXTERIOR SOUND DEVICES: No exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes shall be located, used, or placed upon a Lot.

SECTION 6.10. LIABILITY FOR DAMAGES: Each Lot Owner, his family, guests, or his builders, subcontractors, and agents shall be liable, both jointly and severally, for any damages to any part of the Properties by them or their agents. This shall include, without limitation, dumping of materials or concrete tailings in any area not specifically designated for that purpose by the Declarant or the Association; damages to roads and curbs by trucks or other vehicles; and damages to any other vegetation or improvements anywhere within the Properties. The dumping of materials and concrete tailings on vacant lots is specifically prohibited. The correction of any damages applicable under this Section shall be handled the same as the enforcement of maintenance of any Lot according to the provisions of Section 9.02 with any changes arising herefrom becoming a lien upon the responsible Owner's Lot with the same attributes of an assessment lien set forth in Section IV.

SECTION 6.11. RESALE OF LOTS:

A. REFERENCE TO DECLARATION. Reference shall be made to this Declaration in any instrument transferring title to any Lot.

B. NOTICE OF SALE. The Board of Directors and the Declarant shall be notified of any conveyance of a Lot by any manner. Said notice shall indicate the Lot number; date and type of conveyance; and the new owner's name and address.

ARTICLE VII

LOT IMPROVEMENTS

SECTION 7.01 LOCATION OF IMPROVEMENTS UPON THE LOT: All improvements hereinafter constructed on any Lot shall be located as follows:

A. No building or other improvements shall be located on any lot nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located nearer than five (5) feet to an interior property line.

B. For the purpose of this covenant or restriction, eaves, steps and unroofed terraces shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

SECTION 7.02. COMPOSITE BUILDING SITE(S): Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into single-family residential building site(s), with privilege of placing or constructing improvements on such site(s), in which case any applicable setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee. The last owner will thereafter be liable for the annual and special maintenance assessments equal to the original number of lots combined and will be entitled to the number of votes in the Association equal to the original number of lots combined, provided, however, if two or more adjoining landowners divide one lot between themselves to consolidate a portion thereof pursuant to this paragraph, they shall notify the Association in writing which lot owner shall be billed for the total assessment and which lot owner shall exercise the one vote allowed the divided lot.

SECTION 7.03. UTILITY EASEMENTS: The surface of all easement areas within Lots for underground utility services, with the exception of the southerly seven (7) feet of the ten (10) foot waterline easement north of and adjacent to the north Right-of-Way line of Brittany Bay Boulevard, may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation and/or any other improvements located thereon as a result of any activity relating to the construction, maintenance operation or repair of any facility in any such easement area. Additionally, the Owner shall be solely responsible for sole costs for maintaining the surface area of such utility easements pursuant to the terms and conditions herein provided pertaining to use and visible appearance of Lots.

SECTION 7.04. UTILITY CONNECTIONS: The owner of each lot on which permanent improvements are being constructed shall, prior to the time that such improvements are occupied (either temporarily or permanently), connect such improvements to the water and sewage facilities, provided by the City of Houston, at the owner's expense. No individual water supply system nor any septic tanks or other individual sewage disposal systems shall be allowed within the Properties.

SECTION 7.05. UNDERGROUND ELECTRICAL SERVICE: An

underground electric distribution system will be installed in that part of Brittany Bay Subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Brittany Bay Subdivision. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires to the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 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 Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for

separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric services to any such mobile home unless (a) Developer 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 each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Brittany Bay Subdivision, as such plat exists at the execution of the agreement for underground electric service between the electric company and the Developer. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

SECTION 7.06. MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS: The living area in the main residential structure (exclusive of one-story open porches and garages) shall not be less than one thousand (1,000) square feet.

SECTION 7.07. HEIGHT OF BUILDINGS: No building erected on any Lot (except chimneys attached to the main dwelling) shall exceed the height of twenty-four (24) feet, plus the height of an inclined roof, the angle of incline of which roof shall not exceed 45 degrees, except that the overall height of a building may be increased upon prior written approval of the Architectural Control Committee.

SECTION 7.08. EXTERIOR MATERIALS: The exterior materials of the main residential structure and any attached garage and servants' quarters shall not be less than fifty-one percent (51%) masonry.

SECTION 7.09. TRAFFIC AREAS: All driveways, parking

areas, walkways, and other traffic areas between the buildings and any roadways shall be constructed of 2500 PSI concrete. All paved areas shall be maintained in a neat and presentable manner free of degenerating cracking, breakage or potholes. No areas of the lot shall be allowed to show barren traffic areas in the lawn and no water or mud holes shall be allowed to exist in any lawn or traffic area.

SECTION 7.10. WALLS, FENCES AND HEDGES:

- A. Sight Lines: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain in any corner Lot within the triangular area formed by the street easement lines and a line connecting them at points 25 feet from the intersection of the street easement lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
- B. Fence Location: No walls, fence or hedge higher than 3 feet shall be erected or maintained nearer to the front lot line than the front building line on such lot, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street.
- C. Fence Height: No side or rear fence, wall or hedge shall be more than eight (8) feet in height.
- D. Fence Materials: All fences or walls shall be decorative wood, masonry, or wrought iron as approved by the Architectural Control Committee. Chain link fence shall not be allowed for perimeter fencing and only for such other uses as may be approved by the Architectural Control Committee. All wooden fences shall be constructed of cedar, redwood, or treated or painted lumber. All fences shall be maintained in a fully repaired, neat and presentable manner.
- E. Hedge: A hedge shall be defined as a row of bushes, shrubs or trees which, at natural maturity, may exceed three feet (3') in height and have sufficiently dense foliage as to present a visual and physical barrier in the same manner as a fence.
- F. Swimming Pool Fences: All private swimming pools shall be completely enclosed by a solid wood fence-type enclosure, being not less than four (4) feet nor more than eight (8) feet in height and having pickets spaced not more than three (3) inches apart. All openings to any such enclosure shall be closed with a self-closing gate of the same construction

as the fence. No exterior surface of the enclosure shall provide a hand-hold or foot-hold.

SECTION 7.11. NO OUTSIDE ANTENNAE. No external antennae shall be permitted on any Lots within The Subdivision. In no event shall this restriction prohibit the Owner of a Lot from placing an antenna in his attic, provided that such antenna cannot be visible and apparent from any other Lot or street within The Subdivision. CB antennae, satellite receiving stations and Ham radio antennae are prohibited.

SECTION 7.12. ADDRESS NUMERALS: All address numbers, assigned by Houston Lighting and Power or other such authorized agency, shall be prominently displayed on the front of the residence in numerals a minimum of four (4) inches high and painted or finished in a contrasting color so that they shall be easily visible from the street. It is the responsibility of the Class A members to put up numerals within ninety days of closing.

SECTION 7.13. LIGHTING: Decorative recreation or security lighting will be allowed for any Lot as long as such lighting is approved by the Architectural Control Committee and does not constitute an annoyance to adjacent lot owners.

SECTION 7.14. LANDSCAPING: Landscaping work and planting in general requires the approval of the Architectural Control Committee. Prior to occupying any residence, the lawn areas surrounding the building shall be cleaned of all debris, and construction materials pertaining to work remaining shall be stored within the garage or out of view from the road. The lawn areas will be shaped and smoothed to remove the scarification of construction and to provide an acceptable seed bed for grass and within three (3) months of Occupancy the Owner shall complete the installation of grass (seed or sod) and shrubbery.

ARTICLE VIII

CONSTRUCTION STANDARDS

SECTION 8.01. GENERAL: All buildings or structures within the Properties shall meet the following requirements except as otherwise modified by this Declaration or the Architectural Control Committee.

A. New, on Site: All buildings or structures placed upon any Lot in the Properties shall be constructed on site of all new materials excepting for used brick or other decorative accessories that are commonly used in the construction of new residences. Excepting for the conditions defined in Section 6.01C, no structure of any type shall be moved onto any lot within the Properties for any purpose.

B. Roofing Material: The roof of any building including any separate garage shall be constructed of or covered with

other materials comparable in quality, weight and color to wood shingles and clay or concrete tiles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

C. Materials on Lot: No construction materials shall be stored upon any lot prior to the commencement of construction.

SECTION 8.02. GARAGES: Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less than two (2) nor more than four (4) automobiles. No detached garage shall have more than one story. Without the prior express written consent of the Architectural Control Committee, no carport of any kind shall be built, placed constructed or reconstructed on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize garages for the garaging of vehicles belonging to them.

SECTION 8.03. SERVANTS QUARTERS: Any servants quarters not structurally a part of the main residence shall be no taller than the residence and architecturally similar or complimentary to the residence. The structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed full time on the premises by the family occupying the main residence, and no room(s) shall be let or rented.

SECTION 8.04. OUTBUILDINGS & GREENHOUSES: All outbuildings other than the garage or servants quarters shall be constructed behind the back line of the residence. No unfinished tin or aluminum materials may be used in the construction of any outbuildings. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height, shall be of a color which co-ordinates with the colors of the residential structure, shall be composed of materials comparable in quality to those used in the residence, and shall be subject to approval of the Architectural Control Committee. No outbuilding shall be used on any lot at any time as a residence.

SECTION 8.05. SWIMMING POOLS: Swimming pools must have the approval of the Architectural Control Committee before any work is undertaken.

SECTION 8.06. PLAY EQUIPMENT: Temporary semi-permanent children's play equipment such as sandboxes, temporary swimming pools having a depth of less than 24", playhouses and tents under 4' in height shall not require the approval of the Architectural

Control Committee provided that such equipment is located in the rear of the lot, and is in good repair (including painting). Structures over 4' must be submitted for approval. Also, every reasonable effort should be made to screen or shield such equipment from view.

SECTION 8.07. EXEMPT PROPERTY: Notwithstanding any provision herein to the contrary, the Common Areas shall not be subject to or burdened by the building and use restrictions set forth in Articles VI, VII and VIII, except to the extent that same are made specifically applicable to the Common Areas. In addition, all improvements, existing within the Properties as of the date of this Declaration, including the original houses, fences and driveways, shall be exempt from the provisions of Articles VII and VIII, PROVIDING HOWEVER, that any additions or modifications to said improvements (except for normal maintenance and repair) shall be approved by the Architectural Control Committee and be performed in a manner that will bring said improvements into closer compliance with the provisions of this Declaration. All new construction in any case shall meet all of the provisions of this Declaration.

SECTION 8.08. AMENDMENT OF ARTICLES VI, VII AND VIII: The Association, acting through the Board of Directors, shall have the right to amend, modify, or abandon any of the provisions of Articles VI, VII and VIII provided that such changes shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration. Said change shall (1) prior to January 1, 1990, have the written approval of the Declarant, (2) be recorded in the Book of Resolutions, (3) be evidenced by Notice to all Members, and (4) become effective six (6) months after the date of Notice to the Members unless a "Petition for Referendum" signed by fifteen percent (15%) of the Members is received prior to the effective date. Should a properly signed "Petition for Referendum" be received prior to the effective date, the proposed changes will be brought before the membership and shall require the written agreement, by signed ballot, of sixty percent (60%) of the total membership. Said changes shall become effective immediately upon ratification.

ARTICLE IX
MAINTENANCE

SECTION 9.01. DUTY OF MAINTENANCE: Owners and occupants (including lessees) of any part of the Properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Lot or portion of The Properties

so owned or occupied by them, including buildings, improvements and grounds in connection therewith, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- A. Completion of all improvements and/or compliance with all of the requirements of the Architectural Control Committee.
- B. Prompt removal of litter, trash, refuse, and wastes.
- C. Regular mowing of all lawn area.
- D. Tree and shrub pruning.
- E. Keeping lawn and garden areas alive, free of weeds, and attractive.
- F. Watering.
- G. Keeping parking areas, access areas, driveways, and sidewalks in good repair.
- H. Complying with all government health and police requirements.
- I. Repainting of improvements.
- J. Repair of exterior damages to improvements.
- K. Complying with all restrictions or requirements of this Declaration and the Governing Documents.

SECTION 9.02. ENFORCEMENT: If in the opinion of the Association or the Declarant, any such owner or occupant has failed in any of the foregoing duties or responsibilities then the Association or Declarant may give such person Registered Notice of such failure and such person must within ten (10) days after receiving such notice, perform the construction work, care or maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association or Declarant, as a common expense to be paid out of the Maintenance Fund, acting through its authorized agent or agents shall have the right and power, but not duty, to enter onto the premises and perform such construction work, care or maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person, or to pursue an action at law or equity for enforcement of such duty or responsibility. The owners and occupants (including lessees) of any part of the Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special

assessments set forth in Article IV above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure. The rights herein shall be in addition to any or all of the rights provided in Section 11.04 of this Declaration.

ARTICLE X

INSURANCE

SECTION 10.01. PROPERTY: The Board of Directors shall obtain, and continue in effect, blanket property insurance to insure the Common Facilities and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

SECTION 10.02. LIABILITY: The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limitations as provided for in the By-Laws, insuring the Declarant, the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Area.

SECTION 10.03. OTHER COVERAGES: The Board of Directors may obtain such other insurance as may be required by the Governing Documents, or by applicable laws pertaining to the Association, or that the Board may deem to be in the best interest of the Association.

SECTION 10.04. PREMIUMS: All of the costs, and premiums for all insurance that the Board of Directors authorizes as provided herein shall be a common expense of all members and be a part of the Annual Maintenance Fund Assessment.

ARTICLE XI

GENERAL PROVISIONS

SECTION 11.01. DURATION: This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of the Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2010 after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a change (the word change including additions, deletions or modifications thereto, in whole or in part) is approved according to the provisions of Section 11.02.

SECTION 11.02. AMENDMENTS: This Declaration (other than as provided for in Section 8.08, pertaining to Articles VI, VII, and VIII) may be amended or terminated at any time by the written

agreement, by signed ballot, of sixty percent (60%) of the total eligible votes of the membership of the Association as defined in Article III hereof. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to December 31, 1990. Any such amendment or termination shall become effective when an instrument is filed for record in the Deed Records of Harris County, Texas, accompanied by a Certification, signed by a majority of the Board of Directors, stating that the required number of Members cast a written vote in favor of said amendment or termination at the meeting called for such purpose. Such instrument and certification shall also be signed by the Declarant if the amendment or termination is to be effective prior to December 31, 1990. Copies of the written ballots pertaining hereto shall be retained by the Association for a period of not less than five (5) years after the date of filing for the amendment or termination.

SECTION 11.03. AMENDMENTS BY THE DECLARANT: The Declarant shall have and reserves the right at any time and from time to time prior to January 1, 1988, without joinder or consent of any other party to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, or for the purpose of meeting FHA, VA, FNMA, or FHLMC subdivision approval requirements, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any owner or his mortgagee.

SECTION 11.04. ENFORCEMENT: In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation of the provisions of the Governing Documents or the Association's Rules by an Owner, his family, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

- A. The imposition of a special charge not to exceed Fifty Dollars (\$50.00) per violation, or
- B. The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days after cure of such violation, according to Section 2.02 D; or
- C. The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, according to Section 9.02; or

D. The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorneys' fees and court costs.

Before the Board may invoke the remedies provided above, it shall give Registered Notice of such alleged violation to Owner and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action thereafter or upon subsequent breach or default.

SECTION 11.05. ANNEXATION:

A. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

B. Additional land within the area may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument.

SECTION 11.06. 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 Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

SECTION 11.07. MERGER: In accordance with its Articles of Incorporation, the property, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of an association similar in corporate nature and purposes may by operation of law be added to the property, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Properties except as hereinafter provided. Such a merger or consolidation shall require the assent of the majority of the votes of a Quorum of Members voting according to the provisions of Section 3.02 B.

SECTION 11.08. INDEMNIFICATION: The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

SECTION 11.09. RIGHTS OF MORTGAGEES: Any violation of any of the easements, agreements, or restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or Deed of Trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or Deed of Trust made in good faith and for value, but titles to any property subject to this Declaration obtained through sale and satisfaction of any such mortgage or Deed of Trust shall thereafter be held subject to all of the protective restrictions hereof.

SECTION 11.10. INTERPRETATION: If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

SECTION 11.11. OMISSIONS: If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

SECTION 11.12. GENDER AND GRAMMAR: The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

SECTION 11.13. TITLES: The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

SECTION 11.14. SEVERABILITY OF PROVISIONS: If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court or competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

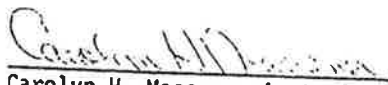
SECTION 11.15. RATIFICATION BY LIENHOLDERS: The undersigned Lienholders have executed this Declaration to evidence their joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions, and restrictions.


IN WITNESS WHEREOF, the undersigned, being the Declarant and Lenders as herein set forth, have hereunto set their hands and seals this 29th day of January, 1984.

ATTEST:

DECLARANT

VILLAGE DEVELOPERS-GULF FREEWAY, INC.


Carolyn H. Messner, Asst. Secretary


By: Harvin C. Moore, Jr., President

President

003-63-0585

ATTEST:

LIENHOLDER
MORTGAGE & TRUST, INC.

Cris Kaszmiak

 By: Cris Kaszmiak *
 Assistant Secretary

Charles M. Lusk III
 By Charles M. Lusk III
 Vice President

ATTEST:

LIENHOLDER

No
Heinrich
 ATTEST
Heinrich

No
 By
 LIENHOLDER
Heinrich
 By
Heinrich

THE STATE OF TEXAS
COUNTY OF HARRIS

003-63-0586

BEFORE ME, the undersigned authority, on this day personally appeared Harwin C. Moore, Jr., _____ of _____, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 14th day of January, 1985.

Teresa R. Little
Notary Public in and for the
State of Texas

TERESA R. LITTLE
Notary Public in and for Harris County, Texas
My Commission Expires January 20, 1985

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Charles M. Lusk III, Vice President of Mortgage and Trust, Inc., known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 21st day of January, 1985.



Charles M. Lusk III
Notary Public in and for the
State of Texas

MARY-ANN L. ACNE
My Commission Expires 8-1-87

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____ of _____, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this _____ day of _____, 1985.