

000-55-1059

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(HAMBLEDON, SECTION ONE AND  
HAMBLEDON, SECTION TWO)

01/22/82 00059749 H308282 \$ 75.00

THIS DECLARATION, made as of the date hereinafter set forth by Northchase, a Texas general partnership between Northchase Development Company and Markborough Texas, Inc., both Texas corporations (hereinafter referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain 46.4958 acre tract of land identified on Exhibit "A" attached hereto and incorporated herein by reference, and Declarant intends to plat and subdivide said tract into subdivisions to be known as Hambledon, Section One, and Hambledon, Section Two; and

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such subdivisions and, to this end to subject the Lots (hereinafter defined) therein to the covenants, conditions and restrictions hereinafter set forth for the benefit of the Lots and all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Lots in Hambledon, Section One and Section Two shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Association" shall mean and refer to Hambledon Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 2. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot.

SECTION 3. "Common Area" shall mean and refer to any properties, real or personal, owned by the Association for the common use and enjoyment of Members of the Association.

SECTION 4. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 5. "Declarant" shall mean and refer to Northchase, a Texas general partnership.

SECTION 6. "FHA" shall refer to the Federal Housing Administration.

SECTION 7. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat intended for the construction of a residence, excluding all reserve tracts shown on the Subdivision Plat, but including lots hereafter created by a replat of any reserve tracts.

SECTION 8. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 10. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property identified in Exhibit "A" hereto to be included within the Subdivision Plat and additional lands added to the jurisdiction of the Association as provided

SECTION 11. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat.

SECTION 12. "Subdivision" shall mean and refer to the map or plat of Hambledon, Section One, and the map or plat of Hambledon, Section Two, both as recorded or as to be recorded in the Office of the County Clerk of Harris County, Texas in the Map Records of said county.

SECTION 13. "Subdivision Plat" shall mean and refer to the recorded maps or plats of the Subdivision.

SECTION 14. "VA" shall refer to the Veterans Administration.

## ARTICLE II

### ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of C. Robert Woolsey, Minnie B. Breithaupt, and Gerald W. Torgesen, each of whom shall serve until his successor is appointed as hereinafter provided. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on the Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the restrictions herein. An action approved by a majority of the members of the Committee shall be deemed to be an act of the Committee. The duties and powers of the Committee, its successors and the designated representatives as provided for hereinbelow, shall cease on the earlier of December 31, 1991, or the date upon which the Class B membership in the Association ceases, at which time the duties of the Committee shall be fulfilled and its powers exercised by the Board of Directors of the

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Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Committee, the Declarant, by recorded written instrument, shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee.

SECTION 2. POWERS OF THE COMMITTEE. No building, structure or other improvements shall be constructed on any Lot, and no exterior alteration therein shall be made until the site plan and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and plans and specifications for proposed improvements within thirty (30) days after submission of all of such materials to the Committee, approval thereof shall be deemed to have been given; provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and shall have the right to limit the number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Subdivision.

Where specifically granted the power by the provisions hereof, the Committee shall have the right, exercisable at its sole discretion, to grant variances to certain restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has

been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance. The Committee shall have no authority to grant any variance except in the instances expressly provided herein.

### ARTICLE III

#### HAMBLEDON HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the residents within the Properties.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of five (5) Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

SECTION 4. VOTING. The Association shall initially have two classes of voting membership:

- (a) 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 of

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.

- (b) CLASS B. Class B members 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 the earlier of the following events: (i) when the total votes in the Class A membership equal the total votes in the Class B membership, or (ii) on December 31, 1991.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

##### SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR

ASSESSMENTS. The Declarant, for each Lot within the Subdivision, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) annual assessments or charges; and
- (b) special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the lands within the Properties in neat and good order, or which they consider of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in



establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS.

Until such date as the Association first acquires ownership of Common Area, the maximum annual assessment shall be \$120 per Lot, but commencing with the calender year immediately following the acquisition of Common Area by the Association the maximum annual assessment shall be \$192 per Lot. Each year following the year in which the maximum annual assessment is increased to \$192 per Lot, the maximum annual assessment may be increased by the Board of Directors of the Association at its sole discretion, by an amount equal to a ten percent (10%) increase over the maximum assessment for the previous year without a vote of the Members of the Association. Each year following the year in which the maximum annual assessment is increased to \$192 per Lot, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum. Annual assessments may be collected on a monthly basis at the Board's election.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement

located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above 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 fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to 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 meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. If the Board determines to

fix an assessment for 1981, such assessment shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for 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 particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the rate of ten percent (10%) per annum from the due date and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed hereby expressly vests in the Association or its agents, the right and power

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to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. 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 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from

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taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

#### ARTICLE V

##### PROPERTY RIGHTS IN THE COMMON AREA

##### SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT.

Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and, with the assent of two-thirds (2/3rds) of each class of Members, to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as Security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of

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Members provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area to public or private utility companies.

SECTION 2. DELGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

#### ARTICLE VI

##### USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other than one single family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision.

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SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, motor home, trailer, truck larger than a one ton pick-up, bus, inoperable automobile, or camper shall be parked or kept in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or otherwise screened from public view from all Streets; provided, however, boats, boat trailers, boat riggings, motor homes, trailers, and campers may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding seventy-two hours in any thirty day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of seventy-two (72) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tightfitting sanitary covers or lids and placed in an area adequately screened by planting or fencing.

Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.



## ARTICLE VII

ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence not more than two stories shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage for two (2) or three (3) cars. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LIVING AREA REQUIREMENTS. The ground floor area of any one-story single family dwelling, exclusive of open porches and garages, shall contain not less than 1,400 square feet. The ground floor area of any one and one-half story or two story single family dwelling, exclusive of open porches and garages, shall contain not less than 800 square feet, and the total living area of any one and one-half or two story single family dwelling, exclusive of porches and garages, shall contain not less than 1,800 square feet.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer to a Street than the minimum building setback lines shown on the Subdivision Plat and no building shall be located on any utility easement. No residence shall be located nearer than five (5) feet to an interior lot line, however, a residence may be located not less than three (3) feet from an interior lot line provided that the construction of a residence on the adjacent Lot is complete and such residence is no closer than seven (7) feet to the

same interior lot line, and, provided further, an attached or detached garage located more than sixty-five (65) feet from the front lot line may be located no nearer than three (3) feet from any interior lot line. No residence shall be located nearer than fifteen (15) feet to the rear lot line, but an attached or detached garage may be located no nearer than ten (10) feet from the rear lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

SECTION 4. TYPE OF CONSTRUCTION. Unless otherwise approved by the Committee, at least fifty-one percent (51%) of the exterior wall area of all residences below eight (8) feet above the foundation (excluding detached but not attached garages, gables, windows, and door openings) must be of masonry or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

SECTION 5. TEMPORARY BUILDINGS. Unless otherwise approved by the Committee, temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such builders are marketing homes within the

Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must be reconverted to a garage.

SECTION 6. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 7. ROOF MATERIAL. Unless otherwise approved by the Committee, roofs of all residences shall be constructed so that the exposed material is wood shingles or asphalt or composition type shingles of No. 240 or heavier weight with a woodtone color.

SECTION 8. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the minimum building setback lines as shown on the Subdivision Plat. The erection of chain link fences on any Lot is prohibited. Owners shall construct and maintain a fence or other suitable enclosure to screen from public view outside clothes lines, yard equipment, and wood piles or storage piles.

SECTION 9. GRASS AND SHRUBBERY. The Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such

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trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

SECTION 10. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign of not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 12. EXTERIOR ANTENNAE. No radio or television wires or antennae shall be placed so as to be visible to public view from any Street.

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SECTION 13. FHA SCREENING FENCES. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

SECTION 14. MINIMUM LOT SIZE IN RELATION TO RESIDENCE. Any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites with the privilege of constructing improvements permitted herein; provided, however, no residence shall be erected on any building site having a width at the front of such site less than the shortest lot width at the front of any Lot as shown on the Subdivision Plat, and no residence shall be erected on any building site having an area less than 6,000 square feet.

SECTION 15. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

SECTION 16. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a servicable condition.

SECTION 17. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall

type air conditioners to be installed if such unit or units will not be visible from any Street.

SECTION 18. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 19. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

005-95-1861

ARTICLE VIII

EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

An underground electric distribution system will be installed within the Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Subdivision. 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 Electric 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

005-95-1862

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, 120/249 volt, three wire, 60 cycle, alternating current.

The electric company will install 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 residential dwelling units which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are build for sale or rent. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed and this Declaration be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home 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 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 over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary. Nothing contained herein shall be construed to require Declarant to pay to the company an amount representing the excess in cost of the underground distribution system over equivalent overhead facilities.

The provisions of the two preceding paragraph shall also apply to any future residential development in reserve(s), if any, shown on the Subdivision Plat, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such owner shall pay the electric company \$1.75 per front lot foot unless the Declarant has paid the electric company as above-described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings,

and neither Builder 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, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

SECTION 3. CABLE TELEVISION. Declarant reserves the right 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 the utility easements and right-of-ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Subdivision. Declarant does hereby reserve unto itself, its successors and assigns, the sole and exclusive right to receive and retain all income, revenue or other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements.

#### ARTICLE IX

##### ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

005-95-1865

ARTICLE X

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the Lots in the Subdivision has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMER. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. REPLATTING. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any lawful manner, any reserve tracts contained within the Subdivision and such Lots as replatted shall be subject to these restrictions as if such

005-95-1866

SECTION 6. AMENDMENT. Subject to the provisions of Section 10 of this Article X, this Declaration may be amended by an instrument executed by the owners of two-thirds (2/3rds) of the Lots in the Subdivision. Any amendment must be recorded.

SECTION 7. ANNEXATION. Additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) of each class of Members of the Association, provided, however, that upon submission to and approval by the FHA or the VA of a general plan of the entire development, additional stages of development may be annexed by Declarant without such approval by the Members. The Owners of Lots in such annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Area that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual maintenance assessment imposed hereby on a uniform, per Lot basis.

SECTION 8. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation

005-95-1867

shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

SECTION 9. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3's) of each class of Members. 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 the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

SECTION 10. FHA/VA APPROVAL. As long as there is a Class "B" membership, the annexation of additional properties, mergers and consolidations, the dedication of Common Area, the mortgaging of Common Area, dissolution, and the amendment of this Declaration of Covenants, Conditions and Restrictions shall require the prior approval of the FHA or the VA.

#### ARTICLE XI

##### LIENHOLDER

Bank of Montreal (California), a California state banking corporation, the owner and holder of a lien or liens covering the land in the Subdivision, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions, and restrictions upon such land.

EXHIBIT "A"  
FIELD NOTE DESCRIPTION  
HAMBLEDON SECTION ONE

005-95-1871

A tract of land containing 24.9288 acres of land out of the Joseph Farwell Survey A-262, Harris County, Texas;

BEGINNING, at a point which lies on the north right-of-way line of Torrey Forest Drive (width varies) and said point being the most southeasterly corner of Reserve "A" of Sableridge Subdivision Section One as recorded in Volume 297, Page 65 of the Map Records of Harris County, Texas;

THENCE, North  $65^{\circ}47'05''$  West, a distance of 139.94 feet along the northeasterly boundary line of aforementioned Reserve "A" and Sableridge Subdivision, to a point for a corner;

THENCE, North  $35^{\circ}33'14''$  West, a distance of 433.74 feet to an angle point;

THENCE, North  $35^{\circ}24'39''$  West, a distance of 799.62 Feet to a point for a corner;

THENCE, North  $17^{\circ}46'45''$  East, a distance of 605.05 feet to a point for a corner, said point being the most westerly corner of Lot 1 Block 1 of Torrey Pines Subdivision, Section One as recorded in Volume 293, Page 133 of the Map Records of Harris County, Texas;

THENCE, South  $72^{\circ}13'15''$  East, a distance of 106.00 feet along the south boundary line of the aforementioned Torrey Pines Subdivision to a point for a corner being on the north right-of-way line of Tasselwood Lane (60 feet wide);

THENCE, South  $17^{\circ}46'45''$  West, a distance of 60.00 feet along the west boundary line of the aforementioned Torrey Pines Subdivision to a point for a corner being on the south right-of-way line of Tasselwood Lane;

THENCE, South  $72^{\circ}13'15''$  East, a distance of 9.00 feet to the intersection of the right-of-way lines of said Tasselwood Lane and Torrey Village Drive (60 feet wide);

THENCE, South  $17^{\circ}46'45''$  West, a distance of 70.00 feet along the west line of said Torrey Village Drive for a corner;

THENCE, South  $72^{\circ}13'15''$  East, a distance of 620.00 feet along the south boundary of the aforementioned Torrey Pines Subdivision to a point for a corner being on the east right-of-way line of Valechase Lane (50 feet wide) and said point also being on the west line of Lot 1 Block 7 of the aforementioned Torrey Pines Subdivision;

THENCE, South  $17^{\circ}46'45''$  West, a distance of 45.00 feet along the west boundary line of said Lot 1 Block 7 and the aforementioned Torrey Pines subdivision to a point for a corner said point being the southwest corner of Lot 1 Block 7;

THENCE, South  $72^{\circ}13'15''$  East, a distance of 113.14 feet along the south boundary line of the aforementioned Torrey Pines Subdivision to a point for a corner;

THENCE, South  $65^{\circ}47'05''$  East, a distance of 399.38 feet along the south boundary line of the aforementioned Torrey Pines Subdivision to a point for a ~~corner~~ being on the west line of Torrey Forest Drive ~~(60 feet wide) said point also being the south corner of Lot 8 Block 7~~ of the aforementioned Torrey Pines Subdivision;

THENCE, North  $72^{\circ}13'15''$  West, a distance of 9.00 feet along the south right-of-way line of Tasselwood Lane (60 feet wide);

THENCE, North  $17^{\circ}46'45''$  East, a distance of 60 feet along the west boundary line of aforementioned subdivision to a point for a corner, the point being on the north right-of-way line of Tasselwood Lane (60 feet wide), said point being on the south property line of Lot 1 Block 1 of the aforementioned subdivision;

THENCE, South  $72^{\circ}13'15''$  East a distance of 9.00 feet along the north right-of-way line of Tasselwood Lane (60 feet wide) to the southeast corner of Lot 1 Block 1 of the aforementioned subdivision, said point also being the northwest intersection of the right-of-way lines of Tasselwood Lane (60 feet wide) and Torrey Village Drive (60 feet wide);

THENCE, South  $72^{\circ}13'15''$  East a distance of 60.00 feet to a point for a corner, being the northeast intersection point of the right-of-way line of Tasselwood Lane (60 feet wide) and Torrey Village Drive (60 feet wide), said point also being the southwest corner of Lot 52 Block 4 of the aforementioned subdivision;

THENCE, North  $17^{\circ}46'45''$  East a distance of 115.00 feet, along the east right-of-way line of Torrey Village Drive to a point for a corner, said point being on the common line between Lts 52 and 1 of Block 4 of the aforementioned subdivision;

THENCE, South  $72^{\circ}13'15''$  East a distance of 689.44 feet to a point for a corner being on the common line between lots 11 and 42 of Block 4 of the aforementioned subdivision;

THENCE, South  $65^{\circ}47'05''$  East a distance of 267.24 feet to a point for a corner, the point being on the north property line of Lot 38 Block 4, said point being on the common line between Lots 14 and 36 of Block 4 of the aforementioned subdivision;

THENCE, North  $17^{\circ}46'45''$  East, a distance of 395.96 feet to a point for a corner, said point also being on the common line between Lots 30 and 31 of Block 4 of the aforementioned subdivision;

THENCE, South  $72^{\circ}13'15''$  East, a distance of 115.00 feet along the common line between Lots 30 and 31 Block 4 of the aforementioned subdivision to a point for a corner, said point being on the west right-of-way line of Torrey Forest Drive (60 feet wide);

THENCE, South  $17^{\circ}46'45''$  West, a distance of 45.17 feet along the west right-of-way line of Torrey Forest Drive (60 feet wide) to a point for a corner;

THENCE, South  $72^{\circ}13'15''$  East, a distance of 60.00 feet to a point being on the east right-of-way line of Torrey Forest Drive (60 feet wide), and also being on the west property line of Lot 29 Block 8 of the aforementioned subdivision, said point also being the beginning of a curve to the right;

THENCE, along the arc of said curve having a radius of 25.00 feet, a central angle of  $96^{\circ}26'10''$ , a chord distance of 37.28 feet, which bears North  $65^{\circ}59'50''$  East, a distance of 42.08 feet along the arc of said curve to a point of tangency, said point being on the south right-of-way line of Briarchase Drive (60 feet wide) and said point being on the north property line of Lot 29 Block 8 of the aforementioned subdivision;

THENCE, South  $65^{\circ}47'05''$  East, a distance of 194.02 feet along the south right-of-way line of Briarchase Drive (60 feet wide) to a point for a corner, the said point being on the north property line of Lot 32, Block 8;

005-35-1872

THENCE, along the arc of said curve having a radius of 970.00 feet, a central angle of  $06^{\circ}26'10''$ , a chord distance of 108.90 feet, which bears South  $20^{\circ}59'50''$  West, a distance of 108.96 feet along the arc of said curve to a point of tangency;

THENCE, South  $24^{\circ}12'55''$  West, a distance of 610.79 feet to the beginning of a curve to the right;

THENCE, along the arc of said curve, having a radius of 500.00 feet, a central angle of  $22^{\circ}29'51''$ , a chord distance of 195.07 feet, which bears South  $35^{\circ}27'51''$  West, a distance of 196.33 feet along the arc of said curve to the POINT OF BEGINNING, containing 24.9288 acres of land, more or less.

LANDEV ENGINEERS, INC.  
September 8, 1981



005-95-1875

THENCE, North  $23^{\circ}02'03''$  East a distance of 60.01 feet to a point being on the north right-of-way line of Briarchase Drive (60 feet wide), said point also being on the common line between Reserve "B" and Lot 9 of Block 10, of the aforementioned subdivision;

THENCE, North  $23^{\circ}02'04''$  East, a distance of 111.91 feet to a point for a corner being on the common line between Reserve "B" and lot 10 of block 10, of the aforementioned subdivision;

THENCE, North  $56^{\circ}02'43''$  East, a distance of 217.09 feet to a point for a corner being on the East boundary line of the aforementioned subdivision said point also being on the common line between Reserve "B" and Lot 11 of Block 10 of the aforementioned subdivision;

THENCE, South  $33^{\circ}57'17''$  East, a distance of 350.00 feet along the East boundary line of the aforementioned subdivision to a point being on the north right-of-way line of Briarchase Drive (60 feet wide), said point being the southeast corner of Lot 13 Block 10 of the aforementioned subdivision;

THENCE, South  $33^{\circ}57'17''$  East a distance of 62.67 feet along the east boundary line of the aforementioned subdivision to a point on a curve to the right, the south right-of-way line of Briarchase Drive (60 feet wide);

THENCE, along the arc of said curve to the right, having a radius of 530.00 feet, a central angle of  $16^{\circ}38'07''$ , a chord distance of 153.34 feet, which bears South  $80^{\circ}07'17''$  west, a distance of 153.88 feet along the arc of said curve, being the south right-of-way line of Briarchase Drive (60 feet wide), to a point of nontangency, said point being the northeast corner of Lot 1 Block 9 of the aforementioned subdivision and the northwest corner of a 120 foot Harris County Flood Control District easement as recorded in Harris County Clerk's File No. G-255595;

THENCE, South  $35^{\circ}57'17''$  East, a distance of 359.49 feet along the common line between the aforementioned subdivision and the aforementioned 120 foot easement to a point for a corner, the said point being the southeast corner of Lot 6 Block 9 of the aforementioned subdivision;

THENCE, South  $56^{\circ}02'43''$  West, a distance of 115.00 feet along the south boundary line of the aforementioned subdivision to a point being on the east right-of-way line of Sableridge Drive (60 feet wide), said point also being the southwest corner of Lot 6, Block 9 of the aforementioned subdivision;

THENCE, South  $56^{\circ}02'43''$  West, a distance of 60.00 feet along the south boundary line of the aforementioned subdivision to a point being on the west right-of-way line of Sableridge Drive (60 feet wide);

THENCE, North  $33^{\circ}57'17''$  West, a distance of 7.01 feet along the west right-of-way line of Sableridge Drive (60 feet wide), to a point being the southeast corner of Lot 40 Block 8 of the aforementioned subdivision;

THENCE, South  $56^{\circ}02'41''$  West, a distance of 474.51 feet along the south boundary line of the aforementioned subdivision to the POINT OF BEGINNING, containing 21.5670 acres of land, more or less.

LANDEV ENGINEERS, INC.      STATE OF TEXAS }  
COUNTY OF HARRIS }

September 8, 1981

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED, in the Official  
Public Records of Real Property of Harris County, Texas on

005-95-1670

THE STATE OF Calif. s

COUNTY OF San Francisco s

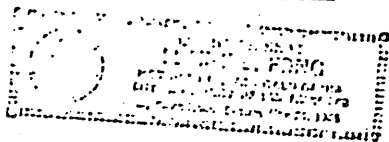
BEFORE ME, the undersigned authority, on this day personally appeared EXCILE DIA of Bank of Montreal (California), a California state banking corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2<sup>nd</sup> day of OCTOBER, 1981.

(SEAL)

James L. Long  
Notary Public in and for  
San Francisco County, Calif.  
James L. Long  
Name printed or typed

My commission expires:



005-95-1869

THE STATE OF TEXAS S

COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this day personally appeared G. Robert Woolsey, Vice President of Northchase Development Company, a Texas corporation which is a general partner in Northchase, a Texas general partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation in its capacity as general partner for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21<sup>st</sup> day of SEPTEMBER, 1981.

(SEAL)

My commission expires:

Minnie B. Breithaupt  
Notary Public in and for  
the State of Texas  
MINNIE B. BREITHAUPT  
Notary Public - Harris County, Texas  
My Commission Expires October 1, 1984  
Name printed or typed

PROVINCE OF S

ONTARIO S

BEFORE ME, the undersigned authority, on this day personally appeared H. P. Langer, President of Markborough Texas Inc., a Texas corporation which is a general partner in Northchase, a Texas general partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation in its capacity as general partner for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of September, 1981.

(SEAL)

My commission is unlimited  
as to time

James C. F. Shapland  
Notary Public in and for  
the Province of Ontario  
JAMES C. F. SHAPLAND  
Name printed or typed

005-95-1860

IN WITNESS WHEREOF, this Declaration is executed this  
21<sup>st</sup> day of September, 1901.

NORTHCHASE, a Texas general partnership

By: Northchase Development Company,  
a Texas corporation, general partner

By:

C. Robert Woolsey  
C. Robert Woolsey  
Vice President

By: Markborough Texas Inc., a  
Texas corporation, general partner

By:

H. P. Langer  
H. P., Langer, President

BANK OF MONTREAL (CALIFORNIA)  
A California state banking corporation

By:

Scott Edin  
Scott Edin

its

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

SECTION TWO

A tract of land containing 21.5670 acres of land out of Torrey Pines Subdivision, Section One, as recorded in Volume 293, Page 133 of the Map Records of Harris County, Texas, aforementioned subdivision also being out of the Joseph Farwell Survey A-262, Harris County, Texas;

BEGINNING, at the most southerly corner of Lot 6 Block 8 of aforementioned Torrey Pines Subdivision, said point also being on the south boundary line of the aforementioned subdivision;

THENCE, North  $65^{\circ}47'05''$  West, a distance of 436.22 feet along the south boundary line of the aforementioned subdivision to a point, being the southwest corner of Lot 1 Block 8 of the aforementioned subdivision also being on the east right-of-way line of Torrey Forest Drive (60 feet wide);

THENCE, North  $65^{\circ}47'05''$  West, a distance of 60.38 feet along the south boundary line of the aforementioned subdivision, to a point being on the west right-of-way line of Torrey Forest Drive (60 feet wide), said point also being the south corner of Lot 8 Block 7 of the aforementioned subdivision;

THENCE, North  $65^{\circ}47'05''$  West, a distance of 399.38 feet along the south boundary line of the aforementioned subdivision to a point;

THENCE, North  $72^{\circ}13'15''$  West a distance of 113.14 feet along the south boundary line of the aforementioned subdivision to a point for a corner; said point also being the southwest corner of Lot 1 Block 7 of the aforementioned subdivision;

THENCE, North  $17^{\circ}46'45''$  East, a distance of 45.00 feet along the east boundary line of the aforementioned subdivision to a point for a corner; said point being on the east right-of-way line of Valechase Lane (50 feet wide);

THENCE, North  $72^{\circ}13'15''$  West, a distance of 50.00 feet along the south boundary line of the aforementioned subdivision to a point on the west right-of-way line of Valechase Lane (50 feet wide) said point also being the south corner of Lot 2 Block 6 of the aforementioned subdivision;

THENCE, North  $72^{\circ}13'15''$  West a distance of 230.00 feet along the south boundary line of the aforementioned subdivision to a point, being the southwest corner of Lot 1 Block 6 of the aforementioned subdivision, said point also being on the east right-of-way line of Bridlechase Lane (50 feet wide);

THENCE, North  $72^{\circ}13'15''$  West, a distance of 50.00 feet along the south boundary of the aforementioned subdivision to a point being on the west right-of-way line of Bridlechase Lane (50 feet wide), said point also being the southeast corner of Lot 2 Block 5 of the aforementioned subdivision;

THENCE, North  $72^{\circ}13'15''$  West a distance of 230.00 feet along the south boundary line of the aforementioned subdivision to a point being the southwest corner of Lot 1 Block 5 of the aforementioned subdivision, said point also being on the east right-of-way line of Torrey Village Drive (60 feet wide);

THENCE, North  $72^{\circ}46'45''$  East a distance of 60.00 feet along the south boundary line of the ~~aforementioned subdivision~~ to a point being on the ~~west right-of-way line of Torrey Village Drive (60 feet wide);~~

THENCE, North  $17^{\circ}46'45''$  East a distance of 70.00 feet along the west right-of-way line of Torrey Village Drive (60 feet wide) to a point for a corner, said point also being the southwest intersection point of the right-of-way lines of Torrey Village Drive (60 feet wide) and Tasselwood Lane (60 feet wide);

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

UUC-38-0060

(Hambleton, Section One and  
Hambleton, Section Two)

THIS DECLARATION AMENDMENT is made as of the date hereafter set forth by Northchase, a Texas general partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant adopted and established restrictive covenants applicable to the use and occupancy of that certain 46.4958 acre tract of land in Harris County, Texas, which tract is more specifically described in an instrument containing said restrictive covenants and styled Declaration of Covenants, Conditions and Restrictions dated September 21, 1981, filed under Clerk's File No. H-308882 and recorded under Film Code No. 005-95-1839 in the Official Public Records of Real Property of Harris County, Texas (the "Restrictions"); and

WHEREAS, Section 6 of Article X of the Restrictions provides that it may be amended by an instrument executed by the owners of two-thirds (2/3rds) of the Lots in the Subdivision, as that term is defined in the Restrictions; provided, however, that as long as there is a Class B membership in the Association, any amendment shall require the prior approval of the Federal Housing Administration or the Veterans Administration; and

WHEREAS, Declarant is the owner of two-thirds (2/3rds) of the Lots in the Subdivision and wishes to amend the Restrictions as hereinafter provided; and

WHEREAS, the Federal Housing Administration and the Veteran's Administration have approved such amendment as evidenced by their consents herein.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Section 3 of Article VIII of the Restrictions is hereby amended and restated to read as follows:

"SECTION 3. CABLE TELEVISION. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right

008-98-0877

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 the utility easements and right-of-ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Subdivision. Declarant does hereby reserve unto itself, its successors and assigns, the sole and exclusive right to receive and retain all income, revenue or other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements. All of Declarant's rights under this Section 3 shall automatically and immediately transfer to the Association at such time as there ceases to be a Class B membership in the Association, as determined by Section 4 of Article III hereof."

IN WITNESS WHEREOF, Declarant has executed this instrument as of the 25th day of February, 1982. (7)

NORTHCHASE, a Texas general partnership

By: Mega Development Company,  
a Texas corporation, general partner

By: John P. Collins  
John P. Collins  
Its: PRESIDENT

By: Markborough Texas Inc.,  
a Texas corporation, general partner

By: John P. Collins  
John P. Collins  
Its: PRESIDENT

By: Lexington Development  
Company, a Texas limited  
partnership, general partner

By: Mega Developers, Inc.,  
a Texas corporation,  
general partner

By: John P. Collins  
John P. Collins  
Its: PRESIDENT

By: Markborough Texas Inc.,  
a Texas corporation,  
general partner

By: John P. Collins  
John P. Collins  
Its: PRESIDENT

008-98-0878

Executed on behalf of the Federal Housing Administration solely to evidence approval.

By:

*James M. Wilson*

James M. Wilson  
Yts: Supervisor

Date: March 3, 1982

Executed on behalf of the Veterans Administration solely to evidence approval.

By:

*Amil C. Stafford*

Amil C. Stafford  
Its: Supervisor

Date: 3 March 82

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on FEBRUARY 25, 1982 by JOHN P. COLLINS, PRESIDENT of Mega Development Company, a Texas corporation, on behalf of said corporation in its capacity as a general partner of and on behalf of NORTHCHASE, a Texas general partnership.

(SEAL)

*Minnie B. Breithaupt*

Notary Public in and for  
the State of Texas

MINNIE B. BREITHAUPT  
Notary Public - Harris County, Texas  
My Commission Expires October 7, 1984

Name printed or typed

My commission expires: 10-7-84

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on FEBRUARY 25, 1982 by JOHN P. COLLINS, PRESIDENT of Markborough Texas Inc., a Texas corporation, on behalf of said corporation in its capacity as a general partner of and on behalf of NORTHCHASE, a Texas general partnership.

(SEAL)

*Minnie B. Breithaupt*

Notary Public in and for  
the State of Texas

MINNIE B. BREITHAUPT  
Notary Public - Harris County, Texas  
My Commission Expires October 7, 1984

Name printed or typed

My commission expires: 10-7-84



THE STATE OF TEXAS §  
COUNTY OF HARRIS §

008-98-0879

This instrument was acknowledged before me on FEBRUARY 25, 1982 by JOHN P. COLLINS, PRESIDENT of Mega Developers, Inc., a Texas corporation, on behalf of said corporation in its capacity as a general partner of Lexington Development Company, a Texas limited partnership, in its capacity as a general partner of and on behalf of NORTHCHASE, a Texas general partnership.

(SEAL)

Minnie B. Breithaupt  
Notary Public in and for  
the State of Texas

MINNIE B. BREITHAUPT  
Notary Public - Harris County, Texas  
My Commission Expires October 7, 1984

Name printed or typed  
My commission expires: 10-7-84

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on FEBRUARY 25, 1982 by JOHN P. COLLINS, PRESIDENT of Markborough Texas Inc., a Texas corporation, on behalf of said corporation in its capacity as a general partner of and on behalf of Lexington Development Company, a Texas limited partnership, in its capacity as a general partner of and on behalf of NORTHCHASE, a Texas general partnership.

(SEAL)

Minnie B. Breithaupt  
Notary Public in and for  
the State of Texas

MINNIE B. BREITHAUPT  
Notary Public - Harris County, Texas  
My Commission Expires October 7, 1984

Name printed or typed  
My commission expires: 10-7-84

THE STATE OF TEXAS S  
COUNTY OF HARRIS S

008-98-0880

This instrument was acknowledged before me on March 3, 1982 by James M. Wilson, Supervisor of the Federal Housing Administration, on behalf of said Administration.



Glynda L. Powell  
Notary Public in and for  
the State of Texas

GLYNDA L. POWELL  
Name printed or typed  
My commission expires: 8-11-85

THE STATE OF TEXAS S  
COUNTY OF HARRIS S

This instrument was acknowledged before me on March 4, 1982 by ARK C. STAFFORD, Chief Clk of the Veterans Administration, on behalf of said Administration.



G. M. Ference  
Notary Public in and for  
the State of Texas G. M. FERENCE

Notary Public State of Texas  
My Commission Expires March 12, 1984  
Name printed or typed  
My commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR - 8 1982



Rita Rodriguez  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED  
MAR 8 9 00 AM 1982  
Rita Rodriguez  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Return to:  
Leonard, Koehn, Rose & Hurt  
6750 West Loop South  
C.H. 150

P530557

173-57-3236

SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

(Hambleton, Section One and Hambleton, Section Two)

10/29/93 00988428 P530557

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions (Hambleton, Section One and Hambleton, Section Two) is made as of the date hereinafter set forth.

WITNESSETH:

WHEREAS, Hambleton Homeowners Association, Inc. (the "Association") was formed for the purpose of enforcing the restrictive covenants applicable to the use and occupancy of that certain 46.46958 acre tract of land in Harris County, Texas (the "Subdivision"), in an instrument containing said restrictive covenants and styled Declaration of Covenants, Conditions and Restrictions dated September 21, 1981, recorded under Clerk's File No. M-3088882 in the Official Public Records of Real Property of Harris County, Texas (the "Restrictions"); and such Restrictions being amended by that certain document dated February 25, 1982, being recorded under Clerk's File Number H-359090 in the Official Public Records of Real Property of Harris County, Texas (the "First Amendment"); and,

WHEREAS, Article X, Section 6 of the Restrictions provides that the Restrictions may be amended by an instrument executed by the owners of two-thirds (2/3rds) of the Lots in the Subdivision; and,

WHEREAS, Article X, Section 7 of the Restrictions provides that additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) of the Members of the Association; and,

WHEREAS, the approval of the owners of two-thirds (2/3rds) of the lots is evidenced by the instrument attached as Exhibit "A", attached hereto and incorporated herein by reference,

NOW THEREFORE, the Restrictions are hereby amended by adding the words "or dark gray" following the penultimate word ("woodtone") in Article VII, Section 7., and by adding Section 11 to Article IV, and by adding Article XII, as follows:

SECTION 11. RESERVE/CAPITAL IMPROVEMENT FUND. With respect to any property annexed into the Association, as provided in Article IX, Section 7 of the Restrictions, upon acquisition of record title to a residence on a Lot by the first Owner thereof, other than HTP Associates, Ltd. or a builder engaged in the business of constructing homes for resale who purchases such Lots from HTP Associates, Ltd. for such purpose, a contribution may be required by the Board to be made by, or on behalf of, the Owner to the reserve/capital improvement fund of the Association, in an amount determined by the Board; however, such amount will not exceed Two Hundred and 00/100 Dollars (\$200.00) per Lot. This contribution shall be in addition to, not in lieu of, any General Assessments, Special Assessments, or any other Assessments and shall not in any way be construed as part of or identical to any such Assessments or as an advance payment of any such Assessments. This contribution to the Association's reserve/capital improvement fund shall be used for capital repairs and improvement expenses incurred by the Association pursuant to the terms of the Restrictions and the By-Laws. This contribution shall be the personal obligation of the person or entity holding record legal title as of the date of the assessment and a charge against the Lot against which it was assessed. If unpaid thirty days after assessed, this contribution may be collected by the methods for collecting annual and special assessments provided in this Article IV.

ARTICLE XII  
ANNEXATION OF HAMBLEDON SECTIONS THREE AND FIVE

1. That certain 26.79 acre tract of land in Harris County, Texas identified on Exhibit "B" attached hereto, and referred to herein as "Hambleton Sections Three and Five" is hereby included and annexed within the boundaries of the Subdivision and into the jurisdiction of the Association and is subjected to the authority of the Association, as provided in and contemplated by the Restrictions and the First Amendment.
2. Hambleton Sections Three and Five are and shall be subject to the Restrictions as amended; and all of the provisions of the Restrictions, as amended, are incorporated herein by reference and expressly made to affect and encumber Hambleton Sections Three and Five. All references to "Properties" shall hereafter include and refer to Hambleton Sections Three and Five in addition to the real property currently included within such term.
3. Hambleton Sections Three and Five shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions, easements, charges and liens set forth in the Restrictions, as now and hereafter amended, which shall run with the land and be binding on all parties having any right, title or interest in the Hambleton Sections Three and Five or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

173-57-3238

4. Hambledon Sections Three and Five shall not be subject to the Architectural Control Committee created by Article II, Section 2 of the Declaration. There is hereby created a second Architectural Control Committee (the "Annexed Committee") which shall have all of the powers and duties with respect to Hambledon Sections Three and Five that the original Architectural Control Committee was granted pursuant to Article 2 of the Restrictions. The Annexed Committee shall be comprised of Israel Fogiel, David Garrett and Charles Presley, and an action by a majority of the members of the Annexed Committee shall be deemed to be an action of the Annexed Committee. The duties and powers of the Annexed Committee with respect to the Hambledon Sections Three and Five shall cease when every Lot in Hambledon Sections Three and Five has been sold by HTP Associates, Ltd. to a builder that will construct a residence on the property for resale at which time such property shall be subject to all of the provisions of Article 2 of the Restrictions and subject to the control of the Architectural Control Committee created by the Restrictions. Except as modified hereby, all of the other terms and conditions set forth in Article 2 of the Restrictions shall apply to the Annexed Committee with respect to the Hambledon Sections Three and Five.

IN WITNESS WHEREOF, this instrument has been executed as of the 28 day of October, 1993.

HAMBLEDON HOMEOWNERS ASSOCIATION, INC.  
a Texas non-profit corporation

By: Rebecca L Cordell

Name and Title: Rebecca L Cordell, President

ATTEST:

By: E D Woodruff

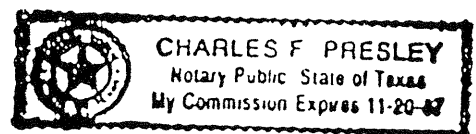
Name and Title: ED Woodruff

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28 day of October, 1993 by Rebecca L. Cordell, President of Hambledon Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Charles F. Presley  
Notary Public in and for the State of Texas



503-94-3276

THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

95/25/95 00269157 R411734 \$ 183.5

(Hambledon, Section One and Hambledon, Section Two)

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions (Hambledon, Section One and Hambledon, Section Two) is made as of the date hereinafter set forth.

WITNESSETH:

WHEREAS, Hambledon Homeowners Association, Inc. (the "Association") was formed for the purpose of enforcing the restrictive covenants applicable to the use and occupancy of that certain 46.46958 acre tract of land in Harris County, Texas (the "Subdivision"), in an instrument containing said restrictive covenants and styled Declaration of Covenants, Conditions and Restrictions dated September 21, 1981, recorded under Clerk's File No. H308882 in the Official Public Records of Real Property of Harris County, Texas (the "Restrictions"); and such Restrictions being amended by that certain document dated February 25, 1982, being recorded under Clerk's File Number H-359090 in the Official Public Records of Real Property of Harris County, Texas (the "First Amendment"); and such Restriction being further amended by that certain document dated October 28, 1993, being recorded under Clerk's File Number P530557 in the Official Public Records of Real Property of Harris County, Texas (the "Second Amendment"); and

WHEREAS, Article X, Section 6 of the Restrictions provides that the Restrictions may be amended by an instrument executed by the owners of two-thirds (2/3rds) of the Lots in the Subdivision; and,

WHEREAS, Article X, Section 7 of the Restrictions provides that additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) of the Members of the Association; and,

WHEREAS, HTP Associates, Ltd. is the owner of Torrey Pines Section Two and Ardliet Corporation is the owner of Briarchase; and

WHEREAS, HTP Associates, Ltd. and Ardliet Corporation have requested that Torrey Pines Section Two and Briarchase be annexed into the jurisdiction of the Association, and

WHEREAS, the approval of the owners of two-thirds (2/3rds) of the lots is evidenced by the instrument attached as Exhibit "A", attached hereto and incorporated herein by reference.

NOW THEREFORE, the Restrictions are hereby amended by adding Section 12 to Article IV, by revising Section 3 of Article VII, and by adding Articles XIII and XIV, as follows:

R411734

## ARTICLE IV

503-94-3277

SECTION 12. RESERVE/CAPITAL IMPROVEMENT FUND. With respect to property annexed into the Association, as provided in Article X, Section 7 of the restrictions and described in Exhibits "B" and "C" attached hereto, a capital contribution shall be required by the Board to be made to the reserve/capital improvement fund of the Association, in the amount of Three Hundred and 00/100 Dollars (\$300.00) per proposed Lot. This capital contribution shall be due and payable when legal title to the residence constructed upon each lot is conveyed to an individual or entity other than HTP Associates, Ltd., Ardliet Corporation or a builder engaged in the business of constructing homes for sale to a third party. This contribution shall be in addition to, not in lieu of, any General Assessments, Special Assessments, or any other Assessments and shall not in any way be construed as part of or identical to any such Assessments or as an advance payment of any such Assessments. This contribution of the Association's reserve/capital improvement fund shall be used for capital repairs and improvement expenses incurred by the Association pursuant to the terms of the Restrictions and the By-Laws. This contribution shall be the personal obligation of the person or entity holding record legal title as of the date of the assessment and a charge against the Lot against which it was assessed. If unpaid thirty days after assessed, this contribution may be collected by the methods for collecting annual and special assessments provided in this Article IV.

## ARTICLE VII

SECTION 3. LOCATION OF RESIDENCE ON LOT. The fourth (4th) sentence of Article VII, Section 3 shall be amended as follows:

No residence or any part thereof, (including attached or detached garages), shall be located nearer to the rear lot line than the utility easement adjacent thereto.

## ARTICLE XIII

### ANNEXATION OF TORREY PINES SECTION TWO

1. That certain 40.10 acre tract of land in Harris County, Texas identified on Exhibit "B" attached hereto, and referred to herein as "Torrey Pines Section Two" is hereby included and annexed within the boundaries of the Subdivision and into the jurisdiction of the Association and is subjected to the authority of the Association, as provided in and contemplated by the Restrictions, the First Amendment and the Second Amendment.
2. Torrey Pines Section Two is and shall be subject to the Restrictions as amended; and all of the provisions of the Restrictions, as amended, are incorporated herein by reference and expressly made to affect and encumber Torrey Pines Section Two. All references to "Properties" shall hereafter include and refer to Torrey Pines Section Two in addition to the real property currently included within such term.
3. Torrey Pines Section Two shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions, easements, charges and liens set forth in the Restrictions, as now and hereafter amended, which shall run with land and be

binding on all parties having any right, title or interest in Torrey Pines Section Two or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

4. Torrey Pines Section Two shall not be subject to the Architectural Control Committee created by Article II, Section 1 of the Restrictions. There is hereby created an additional Architectural Control Committee (the "Second Annexed Committee") which shall have all of the powers and duties with respect to Torrey Pines Section Two that the original Architectural Control Committee was granted pursuant to Article II, Section 2 of the Restrictions. The Second Annexed Committee shall be comprised of Israel Fogiel, David Garrett and Chris Cross, and an action by a majority of the members of the Second Annexed Committee shall be deemed to be an action of the Second Annexed Committee. The duties and powers of the Second Annexed Committee with respect to the Torrey Pines Section Two shall cease upon the earlier of June 1, 2000 or when every Lot in Torrey Pines Section Two has been sold by HTP Associates, Ltd. to a builder that will construct a residence on the property for resale at which time such property shall be subject to all of the provisions of Article II of the Restrictions and subject to the control of the Architectural Control Committee created by the Restrictions. Except as modified hereby, all of the other terms and conditions set forth in Article II of the Restrictions shall apply to the Second Annexed Committee with respect to the Torrey Pines Section Two.
5. Unless otherwise approved by the Directors of the Association, the construction of houses with the same floor plan (regardless of elevation) design shall only be allowed when such houses are separated by three (3) full lots. For purposes of plan elevation separation, a street counts as one lot and a back lot line counts as one lot.

#### ARTICLE XIV ANNEXATION OF BRIARCHASE

1. That certain 16.02 acre tract of land in Harris County, Texas identified on Exhibit "C" attached hereto, and referred to herein as "Briarchase" is hereby included and annexed within the boundaries of the Subdivision and into the jurisdiction of the Association and is subjected to the authority of the Association, as provided in and contemplated by the Restrictions, the First Amendment and the Second Amendment.
2. Briarchase is and shall be subject to the Restrictions as amended; and all of the provisions of the Restrictions, as amended, are incorporated herein by reference and expressly made to affect and encumber Briarchase. All references to "Properties" shall hereafter include and refer to Briarchase in addition to the real property currently included within such term.
3. Briarchase shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions, easements, charges and liens set forth in the



Restrictions, as now and hereafter amended, which shall run with land and be binding on all parties having any right, title or interest in Briarchase or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

4. Briarchase shall not be subject to the Architectural Control Committee created by Article II, Section 1 of the Restrictions. There is hereby created an additional Architectural Control Committee (the "Third Annexed Committee") which shall have all of the powers and duties with respect to Briarchase that the original Architectural Control Committee was granted pursuant to Article II, Section 2 of the Restrictions. The Third Annexed Committee shall be comprised of J. Kenneth Streeter, Gary B. King and Chris Cross, and an action by a majority of the members of the Third Annexed Committee shall be deemed to be an action of the Third Annexed Committee. The duties and powers of the Third Annexed Committee with respect to the Briarchase shall cease upon the earlier of June 1, 2000 or when every Lot in Briarchase has been sold by Ardliet Corporation to a builder that will construct a residence on the property for resale at which time such property shall be subject to all of the provisions of Article II of the Restrictions and subject to the control of the Architectural Control Committee created by the Restrictions. Except as modified hereby, all of the other terms and conditions set forth in Article II of the Restrictions shall apply to the Third Annexed Committee with respect to the Briarchase.
5. Unless otherwise approved by the Directors of the Association, the construction of houses with the same floor plan (regardless of elevation) design shall only be allowed when such houses are separated by three (3) full lots. For purposes of plan elevation separation, a street counts as one lot and a back lot line counts as one lot.

157 HTP ASSOCIATES, LTD.

By: David E. Garrett

Name: David E. Garrett

Title: Vice President

Date: May 24, 1995

ARDLIET CORPORATION,  
a Texas Corporation

By: Randal A. Hendricks

Name: Randal A. Hendricks

Title: President

Date: May 23, 1995

MERIDIAN HOMES, INC.

By: Martin Weiner

Name: MARTIN WEINER

Title: President

Date: MAY 24, 1995

T563074

RECEIVED JAN 29 1999

02/24/99 100984280 T563074

\$442.00

FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

524-05-0477

RECEIVED MAR 05 1999

(Hambledon, Section One and Hambledon, Section Two)

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions (Hambledon, Section One and Hambledon, Section Two) is made as of the date hereinafter set forth.

WITNESSETH:

WHEREAS, Hambledon Homeowners Association, Inc. (the "Association") was formed for the purpose of enforcing the restrictive covenants applicable to the use and occupancy of that certain 46.46958 acre tract of land in Harris County, Texas (the "Subdivision"), in an instrument containing said restrictive covenants and styled Declaration of Covenants, Conditions and Restrictions dated September 21, 1981, recorded under Clerk's File No. H308882 in the Official Public Records of Real Property of Harris County, Texas (the "Restrictions"); and such Restrictions being amended by that certain document dated February 25, 1982, being recorded under Clerk's File Number H-359090 in the Official Public Records of Real Property of Harris County, Texas (the "First Amendment"); and such Restrictions being further amended by that certain document dated October 28, 1993, being recorded under Clerk's File Number P530557 in the Official Public Records of Real Property of Harris County, Texas (the "Second Amendment"); and such Restrictions being further amended by that certain document dated May 25, 1995, being recorded under Clerk's File No. R411734 in the Official Public Records of Real Property of Harris County, Texas (the "Third Amendment"); and,

WHEREAS, Article X, Section 6 of the Restrictions provides that the Restrictions may be amended by an instrument executed by the owners of two-thirds (2/3rds) of the Lots in the Subdivision; and,

WHEREAS, Article X, Section 7 of the Restrictions provides that additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) of the Members of the Association; and,

WHEREAS, Randal A. Hendricks is the owner of a certain 23.783 acre tract of land referred to herein as "Briarchase Sections Two and Three"; and,

WHEREAS, Randal A. Hendricks has requested that Briarchase Sections Two and Three be annexed into the jurisdiction of the Association, as such Sections are platted and subdivided into single-family lots, and,

WHEREAS, the approval of the owners of two-thirds (2/3rds) of the lots is evidenced by the instrument attached as Exhibit "A", attached hereto and incorporated herein by reference.

NOW THEREFORE, the Restrictions are hereby amended adding Section 13 to Article IV, and by revising Section 3 of Article VII, and by adding Article XV, as follows:

#### ARTICLE IV

SECTION 13. RESERVE/CAPITAL IMPROVEMENT FUND. With respect to property annexed into the Association, as provided in Article X, Section 7 of the restrictions and described in Exhibit "B" attached hereto, a capital contribution shall be required by the Board to be made to the reserve/capital improvement fund of the Association, in the amount of Three Hundred and 00/100 Dollars (\$300.00) per proposed Lot. This capital contribution shall be due and payable when legal title to the residence constructed upon each lot is conveyed to an individual or entity other than a builder engaged in the business or constructing homes for sale to a third party. This contribution shall be in addition to, not in lieu of, any General Assessments, Special Assessments, or any other Assessments and shall not in any way be construed as part of or identical to any such Assessments or as an advance payment of any such Assessments. This contribution of the Association's reserve/capital improvement fund shall be used for capital repairs and improvement expenses incurred by the Association pursuant to the terms of the Restrictions and the By-Laws. This contribution shall be the personal obligation of the person or entity holding record legal title as of the date of the assessment and a charge against the Lot against which it was assessed. If unpaid thirty days after assessed, this contribution may be collected by the methods for collecting annual and special assessments provided in this Article IV.

#### ARTICLE VII

SECTION 3. LOCATION OF RESIDENCE ON LOT. The fourth (4<sup>th</sup>) sentence of Article VII, Section 3 shall be amended as follows:

No residence or any part thereof, (including attached or detached garages), shall be located nearer to the rear lot line than the utility easement adjacent thereto.

#### ARTICLE XV

##### ANNEXATION OF BRIARCHASE SECTIONS TWO AND THREE

1. That certain 23.783 acre tract of land in Harris County, Texas identified on Exhibit "B" attached hereto, and referred to herein as "Briarchase Sections Two and Three," upon filing and recording a plat subdividing such tract or portion thereof into single family residential lots, such platted tracts shall be hereby included and annexed within the boundaries of the Subdivision and into the jurisdiction of the Association and be subjected to the authority of the Association, as provided in and contemplated by the Restrictions, the First Amendment, the Second Amendment, and the Third Amendment.
2. Briarchase Sections Two and Three, as such are subdivided and platted into single family residential lots, shall be subject to the Restrictions as amended; and all of the provisions of the Restrictions, as amended, are incorporated herein by reference and expressly made to affect and encumber Briarchase Sections Two and Three. All references to "Properties" shall hereafter include and refer to Briarchase Sections Two and Three in addition to the real property currently included within such term.

3. Briarchase Sections Two and Three, as such are subdivided and platted into single-family residential lots, shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions, easements, charges and liens set forth in the Restrictions, as now and hereafter amended, which shall run with land and be binding on all parties having any right, title or interest in Briarchase Sections Two and Three or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.
4. Briarchase Sections Two and Three shall not be subject to the Architectural Control Committee created by Article II, Section 2 of the Declaration. There is hereby created an additional Architectural Control Committee (the "Fourth Annexed Committee") which shall have all of the powers and duties with respect to Briarchase Sections Two and Three that the original Architectural Control Committee was granted pursuant to Article II, Section 2 of the Restrictions. The Fourth Annexed Committee shall be comprised of J. Kenneth Streeter, Gary B. King and David Parker, and an action by a majority of the members of the Fourth Annexed Committee shall be deemed to be an action of the Fourth Annexed Committee. The duties and powers of the Fourth Annexed Committee with respect to Briarchase Sections Two and Three shall cease upon the earlier of June 1, 2005 or when every Lot in Briarchase Sections Two and Three have been sold to a builder that will construct a residence on the property for resale at which time such property shall be subject to all of the provisions of Article II of the Restrictions and subject to the control of the Architectural Control Committee created by the Restrictions. Except as modified hereby, all of the other terms and conditions set forth in Article II of the Restrictions shall apply to the Fourth Annexed Committee with respect to Briarchase Sections Two and Three.
5. Unless otherwise approved by the Directors of the Association, the construction of houses with the same floor plan (regardless of elevation) design shall only be allowed when such houses are separated by three (3) full lots. For purposes of plan elevation separation, a street counts as one lot.
6. Briarchase Section Two shall include one (1) "tot lot", with playground equipment. The location of the "tot lot" shall be as shown on the recorded plat of Briarchase Section Two.

RANDAL A. HENDRICKS

By: Randal A. Hendricks

Name: Randal A. Hendricks

Date: January 27, 1999

524-05-0480

IN WITNESS WHEREOF, this instrument has been executed as of the 15 day of February 1999.

HAMBLEDON HOMEOWNERS ASSOCIATION, INC.  
a Texas non-profit corporation

By: [Signature]

Name and Title PRESIDENT HAMBLEDON HOA

ATTEST:

By: [Signature]

Name and Title Director HOA

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 15 day of February, 1999 by DAVID PARKER, President of Hambledon Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]  
Notary Public in and for the State of Texas



Let: Randal L. Lindricks  
400 Randal Way  
Suite 106  
Spring, Texas  
77388