R569408

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKEWOOD GLEN TRAILS, SECTION TWO
SUBDIVISION IN HARRIS COUNTY, TEXAS

09/08/95 300015753 R 569408 $47.00

STATE OF TEXAS >
>
COUNTY OF HARRIS >

505-29-0828

THIS DECLARATION, made on the date hereinafter set forth by ELRO OF TEXAS, INC., a Michigan corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "The Declaration"), filed for record in the Office of the County Clerk of Harris County, Texas under County Clerk's File No. N929418, and recorded under Film Code No. 112-54-1765, in the Official Public Records of Real Property of Harris County, Texas, imposing on Lakewood Glen Trails Section One, subdivision in Harris County, Texas according to the plat recorded on October 28, 1992, in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. N927957, Film Code No. 354059, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth for the benefit of said property and each owner thereof; and

WHEREAS, The Declaration contains provisions granting to Declarant, its successors and assigns, the right to bring within the plan of such Declaration additional lands upon the terms set forth therein; and

WHEREAS, Declarant is the owner of certain real property heretofore platted and subdivided into that certain subdivision known as Lakewood Glen Trails Section Two, according to the plat recorded on September 1, 1995 in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. R558600, Film Code No. 371035, and desires to provide for the preservation of the values and amenities in such land, and to this

end, desires to bring such land within the plan of the Declaration and add it to the land now comprising the Property, (as such term is defined herein) by subjecting such land to the covenants, restrictions, easements, charges, and liens hereinafter set forth each and all of which is and are for the benefit of such land and each owner in The Property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Property, to create an Association (hereinafter defined) to which shall be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated the LAKEWOOD GLEN TRAILS COMMUNITY IMPROVEMENT ASSOCIATION, a nonprofit organization created under the laws of the State of Texas (the "Association"), whose directors have established By-Laws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, held, used, sold and conveyed in accordance with, and subject to the following plan of development, easements, restrictions, reservations, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon said Property and shall run with the Property and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each owner of any part of the Property.

ARTICLE I

DEFINITIONS

Section 1. "ARC" shall mean and refer to the Architectural Review Committee established for the Property described in Article V, Section 20 hereof.

Section 2. "Association" shall mean and refer to the LAKEWOOD GLEN TRAILS COMMUNITY IMPROVEMENT ASSOCIATION, a non-profit corporation, incorporated under the laws of the State of Texas, its successors and assigns.

Section 3. "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 4. "Common Area" shall mean all property owned in fee or held in easement by the Association for the common use and enjoyment of the Owners (herein defined).

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Property upon which there has been or will be constructed a single-family residence, but shall not mean or include any Common Area.

Section 6. "Land" shall mean any acre, or fraction thereof, of unrestricted reserve property included in the plat of the Property.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to the surface estate of any Lot or tract of Land which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to LAKEWOOD GLEN TRAILS, SECTION ONE and TWO and any other lands which may hereafter be brought under the jurisdiction of the Association and made subject to this Declaration as herein provided.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right to an easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members (as herein defined).

No such dedication or transfer shall be effective unless an instrument has been recorded which is signed by members representing two-thirds (2/3) of each class of members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is an Owner of any of the Property which is subject to assessment by the Association shall be a member of the Association. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association,. Ownership of such land shall be the sole qualification of membership.

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

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

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

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) ten (10) years from the date hereof.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and the Owner of any Lot or acre of Land (or fraction thereof) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges, and

(b) special assessments for capital improvements.

The annual and special assessments, together with interest and reasonable attorney's fees as necessary for collection, shall be a charge on the land and shall be a continuing lien upon each Lot and acre of Land (or fraction thereof) against which each such assessment is made. Each such assessment, together with interest and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association. Services that the Board may choose to fund by assessments include maintenance of any Common Area, parkways, esplanades and entryways, negotiation of garbage and trash collection contracts, police and security service, fire protection, street cleaning, street lighting and other similar services as may be in the community's best interest. It is specifically understood in regard to garbage and trash collection that the Board shall determine from time to time the desirability of including collection fees in the annual assessment or requiring separate

payment whether to the Association or direct to the trash collector, the basis for which determination shall be efficiency and negotiated rates. Trash and/or garbage collection for any unrestricted reserves (Land) is specifically excluded from the purposes of the assessments and shall be the responsibility of the owner of such Land.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or acre of Land (or fraction thereof) to an Owner other than Declarant, the maximum annual assessment shall be $400.00 per Lot and $150.00 per acre of Land (or fraction thereof).

The Board may determine and certify that the then current annual assessment is sufficient, insufficient, or excessive to reasonably meet expenses of the Association and, at a meeting called for such purpose, by majority vote, may vote to increase or decrease the annual assessment by an amount not to exceed fifteen percent (15%) of the previous annual assessment. The annual assessment shall not be increased or decreased more than once in any calendar year and any increases shall not take effect retroactively. In the event that the Board decides to include the cost of trash and garbage collection in the annual assessment as provided in Article IV, Section 2, then that amount will be considered additive to the fifteen percent (15%) increase provision set forth above.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any new construction, or reconstruction, repair or replacement of a capital improvement in the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of total voting membership of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the

purpose of taking any action authorized under Section 4 hereof shall be sent to all Owners not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At such called meeting, the presence of owners or of proxies entitled to cast fifty-one percent (51%) of all the votes 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 meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots and acres of Land (or fraction thereof) shall commence to bear their applicable assessments simultaneously including Lots and Land owned by Declarant. Lots and Land that are not occupied by residents and that are owned by the Declarant, a builder or building company, shall be assessed at the rate of one-half (1/2) of the annual assessment provided for above. The rate of assessment for an individual Lot or acre of Land (or fraction thereof), within a calendar year, can change as its character of ownership changes. The applicable assessment for such Lot or acre of Land (or fraction thereof) shall be prorated according to the applicable rate set forth herein beginning as of the first day of the month in which such change in character of ownership occurs.

Section 7. Notice of Annual Assessments. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period and written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot or acre of Land (or fraction thereof) has been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at

the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose a lien against the property. No Owner may waive or otherwise escape liability for the assessment by reasons of nonuse or abandonment.

Section 9. Subordination of the Lien to Mortgages. The liens set forth herein for regular, annual or special assessments and the lien described in Article V, Section 13 hereof shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or acre of Land (or fraction thereof) shall not affect the assessment lien. However, the sale or transfer of any Lot or acre of Land (or fraction thereof) pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but only to that extent, and otherwise the lien shall survive such foreclosure or other proceedings. No sale or transfer shall relieve such Lot or acre of Land (or fraction thereof) from liability of any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Properties. All properties dedicated to and accepted by a municipal authority and all properties owned by charitable or non-profit organizations, which are exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein.

Section 11. Future Sections. The Association shall use the proceeds of the maintenance assessments for the use and benefit of all residents of the Property, as well as all subsequent sections of Lakewood Glen Trails; provided, however, that each future section of Lakewood Glen Trails, to be entitled to the benefit of the maintenance assessments, must be impressed with and subjected to this Declaration and to the annual maintenance assessment on a uniform, per Lot or per acre of Land (or fraction thereof) basis, equivalent to the maintenance assessment imposed hereby, and further made subject to the jurisdiction of the Association in accordance herewith. Future sections of Lakewood Glen Trails may be annexed to the property with the consent of fifty-one (51%) of each class of membership. However, such future sections of

Lakewood Glen Trails may be annexed by the Declarant without such approval by the membership.

ARTICLE V

RESTRICTIONS OF USE

Section 1. Single-Family Residential Construction. Subject to Sections 4 and 5 below, no building shall be erected, altered or permitted to remain on any Lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one (1) full Lot. In no event shall any part of the main structure or garage be used as a second dwelling unit for rental purposes.

Section 2. ARC Approval Required. No buildings, additions or improvements shall be erected or placed on any Lot until the construction plans and specifications, including but not limited to, site layout, building location, building materials, and elevations, have been submitted to and approved in writing by the ARC as hereinafter provided. The construction of buildings and improvements on any acre of Land (or fraction thereof) is specifically exempted from the requirements of ARC approvals provided for in this Section. In the event ARC fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be approved and the related covenants set out herein shall be deemed to have been fully satisfied. If the ARC disapproves plans and specifications submitted by Owner and the ARC and Owner are not able to resolve their differences within thirty (30) days thereafter, then following Owner's written request therefor, Declarant may at Declarant's option repurchase the Lot from Owner, for the original purchase price in cash, and Owner shall thereupon reconvey the Lot to Declarant by special warranty deed free and clear of all liens and encumbrances other than those to which the Lot was subject when the Owner acquired the Lot. The failure of Declarant to exercise

said repurchase option shall in no way impair or alter the obligations of Owner as set forth in this Declaration. The ARC or its assignee, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth in Article V in instances where, in its judgment, such deviation will a) result in a more common beneficial use and enhance the overall development plan for the Property, or b) relieve an Owner from an undue financial burden not commensurate with the benefit to the community such as in the case of an unintentional measurement error resulting in a minor encroachment on a set back line which would otherwise require the structure to be demolished and rebuilt. Such approvals must be granted in writing and when given will become a part of these restrictions.

Section 3. Minimum Home Sizes. The minimum square footage (as measured on the exterior) allowed on residential Lots for dwelling units exclusive of garage and patio areas is set forth as follows:

One Story	Two Story
2,000	2,200

Declarant reserves the right to modify these minimum size requirements for any additional lands brought under the jurisdiction of the Association and made subject to the Declaration.

Section 4. Location of Improvements Upon the Lot. Buildings shall not be located on any Lot nearer to the front, side, or rear Property lines than as set forth below, unless approved in writing by the ARC. In cases of conflict between these setback criteria and the recorded plat and/or recorded easements, the larger setback number shall be observed. The garage setback will not apply to garages in cases where the garage door is approximately perpendicular to the front curb line of the street (a 90^0 swing-in garage). In such cases, the garage setback shall be governed by the house setback requirement.

	Front Street Line		Side/Rear Street Line	Interior Line
	Cul-de-Sac	Other		
House	20 Feet	25 Feet	10 Feet	5 Feet
Garage (Attached)	35 Feet	40 Feet	10 Feet	5 Feet
Garage (Detached)	55 Feet	60 Feet	10 Feet	3 Feet

For the purposes of this covenant, eaves, steps, unroofed terraces, and open sided carport roof overhangs shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any structure on a Lot to encroach upon another Lot. Declarant reserves the right to modify these minimum setback criteria for any additional lands brought under the jurisdiction of the Association and made subject to this Declaration.

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

Section 6. Utility Easements. Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat; and no structures shall be erected therein. Neither Declarant nor any utility company or governmental entity using the easements shall be liable for any damage done by them or their assigns, agents, or employees to shrubbery, trees, flowers or any other improvements located on the land covered by said easements.

The underground electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The owner of each lot containing a single-family dwelling unit shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or

energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company 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. Declarant has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Easements for underground service may be crossed by driveways and walkways provided prior arrangements are made with the utility companies furnishing gas and telephone service including installation of any necessary conduit, as approved, under such driveways or walkways prior to construction thereof. Such easements for underground service shall be kept clear of all other improvements, including buildings, patios or other pavement, and neither Declarant nor any utility company using the easements shall be liable for any damage done by them or their assigns, agents, or employees to shrubbery, trees, flowers, or any other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) located on the land covered by said easements.

Declarant hereby reserves, for itself and its successors and assigns, a three-foot (3') wide unobstructed drainage easement adjacent and parallel to each of the side-Lot lines of all Lots and each of the rear-lot lines of all Lots together with the right of ingress and egress to each said easement, for the purpose, without liability to Owner, of excavating to the extent reasonably

necessary, and constructing, maintaining, repairing and reconstructing drainage swales as part of the surface water drainage system. Such drainage easements shall remain unobstructed by any building, pavement, or other structure, except that a driveway or a yard fence may be constructed within or across the easement areas, provided, however that any such improvement shall in no manner impede the free-flow of surface water drainage.

In the event that audio and video communication services and utilities are made available to any of the Lots by means of an underground-coaxial cable system, the company furnishing such services and facilities shall have a two-foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the house or garage, constructed or to be constructed, upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 7. Prohibition of Certain Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant, its successors or assigns, to be used for sales offices, model homes, construction offices and/or storage facilities for a period of time commensurate with its home construction/sales program. Except for this temporary usage of selected Lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood, in the opinion of a majority of the Board.

Section 8. Temporary Structures. No structure of a temporary character, recreation vehicle, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Outbuildings or structures, temporary or permanent, other than the main residence and garage shall be limited to eight feet (8') in height and must be approved in accordance with Section 2, Article V hereof. Temporary structures may be used as builder offices and for other related building purposes as provided in Section 7, Article V, hereof and may exceed

the 8' height limitation with prior Architectural Control Committee approval, only.

Section 9. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats, or other common household pets, provided they are not kept, bred or maintained for commercial purposes or in unreasonable numbers (more than two dogs, two cats and/or two other common household pets).

Section 10. Fences, Walls, Hedges. No wall, fence, planter or hedge shall be erected or maintained on any Lot nearer to the front-Lot line than the front line of the main structure, unless approved in writing by the ARC. No side or rear fence, wall or hedge shall be more than six feet (6') high unless aproved by ARC. Fences of solid wood and/or masonry construction shall be constructed along the side-Lot line from the dwelling to the rear Lot line, parallel to the street upon all Lots having a side-Lot line adjacent to the street. Fences of wire or chain link construction are prohibited. Any wall, fence or hedge erected as a protective screening on a Lot by Declarant or a builder shall pass ownership with title to the Lot, and it shall be the owner's responsibility to maintain such protective screening.

Section 11. Visual Obstruction at Intersections. No object or landscaping shall be placed or located on corner lots which obstructs sight lines at elevations between two feet (2') and six feet (6') above the top of the street curb within the triangular area formed by the junction of street-curb lines and a line connecting them at points twenty-five feet (25') from the junction of the street-curb lines (or extension thereof).

Section 12. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall screen clothes drying from public view.

Section 13. Lot Maintenance. All Lots that have been improved with a residential dwelling shall be kept at all times in

a sanitary, healthful, safe and attractive condition, and the Owner or occupant of all Lots shall keep all weeds and equipment except for normal residential requirements and those requirements incident to construction of initial improvements thereon, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash, or rubbish except by use of an incinerator approved by the Declarant, its successors or assigns, and then only during such conditions as permitted by law. All yard equipment, or storage piles shall be screened so as to conceal them from view from the fronting street or siding street.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements and if such default continues after ten (10) days' written notice thereof, Declarant or its assignee, may without liability to the Owners or occupant in trespass or otherwise, enter the premises and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place the premises in a neat, attractive, healthful, safe and sanitary condition, and may charge the Owner or occupant for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Property Owner, a continuing lien is hereby retained in favor of Declarant or its assignee identical to the assessment lien set forth in Section 8 and 9, Article IV hereof.

Section 14. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of any Lot except one sign for each Lot, which sign may have maximum dimensions of twenty-four inches (24") by thirty inches (30") for the purpose of advertising the Property for sale or rent, except signs used by Declarant, its successors or assigns, for a period of time commensurate with its home construction-sales program. Declarant or its assignee shall have the right to remove any sign, advertisement, billboard, or advertising structure which is in

violation of the foregoing and in so doing shall not be subject to any liability for trespass in connection therewith or arising from such removal.

Section 15. Removal of Dirt and Trees. The digging or removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the construction and subsequent landscaping or home improvements such as a swimming pool on the Lot. No trees shall be cut without the prior approval of the ARC except to remove dead or unsightly trees.

Section 16. Antennae. No electronic, radio, television or other type of device for transmitting or receiving electronic signals including satellite dishes, shall be erected, constructed, placed or permitted to remain on any Lots, houses or buildings unless located to the rear of the house or the rear of the roof ridge line, or gable of the main structure so as to be hidden from sight when viewed from the fronting street. All satellite dishes must be of a clear mesh variety and be approved by the ARC as to type and location on the lot prior to purchase and/or erection.

Section 17. Roofing Material. The roof of any building shall be constructed or covered with (1) asphalt, fiberglass, or composition type shingles in colors and weight which must first be approved by the ARC, (2) wood shingles, (3) concrete or clay tile, (4) aluminum shingles in weathered wood color as approved by the ARC. Any other type roofing material shall be permitted only at the sole discretion of the ARC. Any and all roof repairs or replacements shall be constructed of materials matching existing, unreplaced or unrepaired materials.

Section 18. Mailboxes. All mailboxes on any Lot shall be in accordance with plans and specifications as approved by the ARC.

Section 19. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment or machinery of any kind, camp rigs off truck, boat rigging, or any item deemed offensive by the ARC, shall be stored permanently or semi-permanently on any public

street, right-of-way or private driveway. Permanent or semi-permanent storage of such vehicles or items must be screened from public view (from the fronting or siding street) either within the garage or behind a solid fence which encloses the rear of the Lot. Semi-permanent storage is defined as storage without movement for a period exceeding forty-eight (48) hours.

Section 20. Architectural Review Committee. The ARC shall be composed of three (3) or more individuals designated by Declarant, its successors and assigns and Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal, and incapacity. Declarant hereby agrees to relinquish all ARC authority on or before ten (10) years from the date hereof, at which time full authority will become vested in the Association. The ARC may at any time appoint members to act in its behalf for matters other than new construction.

Section 21. Building Materials. All building materials, whether for initial or subsequent construction, shall be of high quality as determined by the ARC guided by industry standards. The ARC may establish and promulgate Minimum Construction Standards which shall include standards for both workmanship and materials, and which when so established shall be binding on and enforceable against each Owner in the same manner as any other restriction set forth herein.

Section 22. Modifications and Changes. Declarant reserves the right to modify and change the conditions contained in Article V for any additional lands brought under the jurisdiction of the Association and made subject to the Declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the Property.

ARTICLE VI

GENERAL PROVISIONS

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

Declaration. Failure by the Association or by any Owner to enforce any provision of this Declaration does not constitute a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-year (20) period by an instrument signed by not less than sixty-five percent (65%) of the Owners, and thereafter by an instrument signed by not less than fifty percent (50%) of the Owners.

Section 4. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any members. The Articles of Incorporation, By-Laws, and this Declaration shall likewise be available for inspection by any member at the office of the Association.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 6. Good Faith Lenders Clause. Any violation of these restrictions shall not affect any lien or deed of trust of record held in good faith upon any Lot or any part thereof, which liens may be enforced in due course, subject to the covenants, conditions, reservations, and restrictions contained herein.

Section 7. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the assets, rights and obligations of another association may be added to the Property and to the assets, rights

and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer any Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall effect any revocation, change or addition to this Declaration.

Section 8. Conflict with Deeds of Conveyance. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall govern only to the extent of such conflict.

Section 9. Reservation of Minerals. There is hereby excepted from the Property and any future lands annexed into the Association and made subject to this Declaration, and Declarant hereby reserves unto itself and its successors, assigns and predecessors in title in accordance with their respective interests of record, all oil, gas and other minerals in, on and under said land, but Declarant hereby waives the right to use the surface of the land, other than that land or easements owned by Declarant outside the Property, for exploring, drilling for, producing and mining oil, gas and other minerals, provided that Declarant hereby retains and reserves the right to pool the land with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100') by means of wells located on the surface of the land outside this subdivision or on land or easements owned by Declarant outside the Property. Such exceptions, retained rights and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their interest of record.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th of September, 1995.

505-29-0847

ELRO OF TEXAS, INC
DECLARANT

By Gavin P. Parrish
Gavin P.Parrish, President

The undersigned is the owner and holder of a lien on the Property and executes this Declaration for the sole purpose of subordinating such liens to the provisions of this Declaration.

Billy Yung, Trustee
LIENHOLDER

By Hoo-Pang Ngiam
Hoo-Pang Ngiam
Authorized Signatory

THE STATE OF TEXAS >
>
COUNTY OF HARRIS >

BEFORE ME, the undersigned authority, on this day personally appeared Gavin P. Parrish, President, ELRO OF TEXAS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6 day of September, 1995.

OLIN L. HARN
MY COMMISSION EXPIRES
February 10, 1997

Olin L Harn
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS >
>
COUNTY OF HARRIS >

BEFORE ME, the undersigned authority, on this day personally appeared Hoo-Pang Ngiam, authorized signatory of Billy Yung, ~~Trustee~~, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of September, 1995.

ROBIN D. LANFORD
MY COMMISSION EXPIRES
August 26, 1996

Robin D. Lanford
Notary Public in and for Harris County, Texas

AFTER RECORDING SEND TO:
ELRO of TEXAS, INC.
400 N. Sam Houston Pkwy. E. Ste. 715
Houston, TX 77090